

## Solicitors' Journal.

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## CURRENT TOPICS.

WE PUBLISH IN ANOTHER COLUMN a notice of the course of recent decisions on the question of restraining by injunction publications injurious to trade. The *Albany Law Journal*, of August 21, prints a report of a case in which the jurisdiction was exercised by the Supreme Court of New York. The court noticed the case of *Thorley v. Massam*; and granted an injunction to restrain the defendant from issuing certain circulars, which were described as charging that the plaintiffs were prosecuting a business which was an unlawful interference with the defendant's rights, and were irresponsible persons, and hoping to make something out of it before legal proceedings stopped them, and that their efforts in that direction were nefarious.

THE PRESENT VACATION has brought with it the customary flood of complaints as to the costliness and inadequacy of our existing judicial system. The number of civil cases tried in this country is, having regard to its wealth, population, and the extent of commercial transactions, small in comparison with other countries; and we fear this means, not that less injustice is perpetrated, but that it is more frequently suffered to go uncorrected. Any measures which may be adopted

tending to diminish the cost of proceedings, either directly or by simplification of the law, will necessitate an increase in the judicial staff; which, as it stands, would be utterly inadequate for its business were it not for the deplorable system of indirect checks to litigation that at present keeps down the lists. It is often forgotten that these checks are simply obstacles to the general enjoyment of the subject's right to the protection of the law.

THE IDEA has before now been mooted that the instruction given in elementary schools should include the rudiments of law. "A Norfolk Vicar" writes to the *Daily News* suggesting that the Post-Office might with advantage supply facilities for making and proving wills of small properties. He considers that intestacy not unfrequently leads to very disagreeable quarrels, and that many serious family difficulties would be avoided if peasants were able to bequeath their property without any expensive or unintelligible machinery. There is no doubt that comparatively poor and ignorant persons do not generally exercise their powers of dealing with their small properties with the same freedom that people of better information employ. This is merely saying that ignorance begets timidity. But it is not improbable that the method of gift *inter vivos*, which is a process intelligible to the meanest capacity, is largely used by the possessors of, say, from £20 to £50 (which are the Norfolk Vicar's figures) who wish their savings to go otherwise than according to the statute. It may also be fairly questioned whether family bickerings are a more frequent result of intestacy than of capricious disposition by will. It is, however, possible that the prevalence of testamentary dispositions among the class referred to would, in some degree, add to the motives for thrift present to the mind of the labourer; and in this view it may be that some measure to the end proposed might indirectly be of economic advantage. Otherwise, we apprehend the result of such experiments would not be great. The truth is that these minute properties can, as a rule, be usefully disposed of in one way only—namely, by going to aid in the support of the deceased person's family; and this object ought to be effected by the law of the distribution of intestates' estates. Anything in the way of settlement of the income would be impracticable, because useless. In any particular instance where the distribution on an intestacy would not meet the reasonable desire of the owner, and his property is small, he will, probably, be able to make a very satisfactory will, even without the assistance of a post-office form, if he or somebody about him knows the formalities of execution and attestation, and if he names an executor. But we do not know that cases are frequent, in which a will ought to be made and it would be, at the same time, ruinous to employ the proper craftsman to make it.

THE OLD DISCUSSION about the right of the public to fish in the Thames has again turned up in one of our daily contemporaries. It appears that some person in the neighbourhood of Oxford was summoned before the magistrates for fishing in water asserted to belong to Lord Abingdon, and was fined despite his claim of common right. Without full knowledge concerning the *locus in quo*, it would of course be rash to question the decision of the magistrates, even upon the point whether a *bonâ fide* claim of right was raised. So far, however, as regards the general question, it is important that every one should know that no such right on the part of the public is even possible in the case of water which is neither tidal nor navigable. In waters that are both tidal and navigable, such a right may well exist, as representing usage sanctioned by the Crown which is *primâ facie*

the owner of these waters. On the other hand, the presumption of a public right may be rebutted by proving a grant from the Crown of a free fishery to an individual subject. This was precisely the case in *Reg. v. Stimpson* (32 L. J. M. C. 208), where it was held that conflicting claims of this kind were sufficient to oust the jurisdiction of the magistrates. *Hudson v. Macrae* (33 L. J. M. C. 64), was the case of a non-navigable and non-tidal river—viz., the Wandle, at Carshalton, in Surrey—where uninterrupted custom for more than sixty years could not support even the presumption of a right which the law refuses to recognize on general grounds. The more recent case of *Hargreaves v. Diddams* (L. R. 10 Q. B. 582) has decided the nicer point that a river made artificially navigable by Act of Parliament (the Itchen) does not therefore become public, but the rights of riparian proprietors remain unchanged. We are not aware that the case of a river which is naturally navigable above tidal limits has ever come up for consideration. The text-books confine their remarks to rivers that are both tidal and navigable. But in America it has been laid down (at least in some States) that the right to fish in navigable waters, whether tidal or not, is vested in the State, and therefore open to all the world.

FROM AN ARTICLE in the *Journal of the National Indian Association* upon "Love of Ornaments among Bengali Ladies," we gather some interesting details concerning the Hindu law of husband and wife. The extravagant cost of a Hindu wedding to the wife's family has often been commented upon; but apparently it admits of a rational explanation. The chief outlay is for gold and silver ornaments and jewels, which become the absolute property of the wife. They are not liable to be seized for the debts of the husband, nor can he lay hands upon them without her consent. She possesses a full right to dispose of them either during her lifetime or on her death. In its origin, this custom may be compared with our own rules regarding *paraphernalia*, which seem to have gradually dropped out of attention as the doctrine of separate use became established. But in its practical operation, the Indian custom may be regarded as the full equivalent of separate use, for the personal ornaments of the wife commonly represent the entire stock of the family capital, which is thus invested in a form which the creditors cannot touch. It would form a curious subject of speculation whether *paraphernalia* might not have developed in the same way at common law, if equity had not taken separate use under its special protection.

A SOMEWHAT CURIOUS CASE of defrauding a trader of his customers was recently the subject of adjudication in the Paris Court of Appeal. The plaintiff, M. Bachellerie, had taken out a patent for a form of advertisement which he called *Placards-guides Indicateurs*, and which consisted of enamelled placards, which were affixed in public places and which contained plans of the neighbourhoods in which they were posted, and also the addresses of the different tradesmen who had paid the plaintiff to advertise them in this manner. The defendant erected similar placards and induced some of the persons whom the plaintiff had employed to canvass for him to enter his employment in the same capacity. He also supplied these canvassers with order and receipt forms similar to those used by the plaintiff, and it appeared that they had represented to the plaintiff's customers that he had transferred his business to the defendant, and by that means had induced some of them to employ the defendant instead of the plaintiff. The plaintiff rested his claim in part on the infringement of his patent, but on this point he failed, the court holding that the plaintiff's placards not being a novel invention he could not sue as for an infringement. The

plaintiff, however, obtained judgment in damages, on the ground that his customers had been drawn away by the fraudulent devices of the defendant.

IN *Re Finch, Abbiss v. Burney* (28 W. R. 903), Vice-Chancellor Malins has recently had to consider a moot point amongst conveyancers and a point of considerable importance—viz., whether an equitable contingent remainder, i.e., a remainder of a trust or equitable estate, limited on an event which might prove more remote than the period of a life in being and twenty-one years, but which, in effect, became vested during the subsistence of the particular estate, would be open *ab initio* to the objection of remoteness. It was admitted, and indeed could hardly have been disputed, that, if the limitation had been legal, there being a contingent remainder which became vested in the lifetime of the preceding tenant for life, it would have been free from all objection as to remoteness. But it was contended that, being an equitable contingent remainder, and, therefore, by virtue of the trustee's legal estate, exempt from the necessity of becoming vested either during the continuance of the particular estate or immediately upon its determination it ought to be subject to all the restrictions and requirements of the rule against perpetuities as it is applied to executory limitations. The Vice-Chancellor, resting himself mainly upon the authority of Lord Talbot and of Lord Hardwicke in *Hopkins v. Hopkins* Ca. temp. Talbot, 53, and West, 606, held that the doctrine of remainders, whether contingent or vested, was equally applicable whether to limitations of equitable estates or legal estates. In the case of legal limitations, they might fail if the event on which the remainder was to take effect did not happen during the continuance of the particular estate, but in the case of limitations of equitable estate the contingent remainders would be preserved by the legal estate being in the trustees. His lordship being of opinion, therefore, both on authority and principle, that limitations of real estate, whether legal or equitable, if limitations which could take effect as remainders, must be construed as remainders, held that the trust estate now in question was not an executory interest, but a contingent remainder which in the event would have taken effect if it had been a legal remainder. As a remainder it was not originally obnoxious to the rule of perpetuities; and taking effect in fact before the extinction of the particular estate, no ground existed for regarding it as invalid. This decision will surprise many lawyers, and can hardly be considered to set the question at rest.

THE COURT OF APPEAL, in affirming the decision of the Master of the Rolls in *In re D'Angibau* (28 W. R. 930), discussed at some length the capacity of an infant to exercise a power in gross to appoint personally. The question arose under a settlement made on the marriage of a female infant, whereby the husband agreed to settle the wife's reversionary interest in a fund on trusts for the wife for life for her separate use without power of anticipation, then to her husband for life or till bankruptcy, and then for the children of the marriage. In default of issue the trust funds were to be held by the trustees for such person or persons and for such purposes as the wife should by deed, with or without power of revocation and new appointment, or by will or codicil appoint; and in default of appointment, upon trust for the wife absolutely, if she should survive her husband, and for her next of kin if she should die before him. The wife died while still an infant, without issue, having previously appointed the trust funds, subject to the trusts of the settlement in favour of herself, her husband, and children, to her husband absolutely. The Master of the Rolls held the appointment to be good, on the ground that the power did not affect any in-

terest of the infant; but his reasoning on this point does not seem very conclusive. The courts have already gone far in regarding a power of appointment in married women in conjunction with a beneficial interest as elements not to be taken separately but components of an entire equitable property. The Court of Appeal decided the case on different grounds to those considered in the court below; but the Lords Justices discussed at some length the point decided by the Master of the Rolls, Lords Justices Brett and James approving of, and Lord Justice Cotton dissenting from, that judgment. Lord Justice Brett practically bases his decision on the absence of any authority compelling him to extend a rule which he regards as artificial and inconvenient, but neither he nor Lord Justice James appear to have regarded the exercise of the power as in any way affecting the infant's interest. Lord Justice Cotton, however, says:—"The trusts of the settlement, independently of the trusts for the children and husband, were intended to put the wife as nearly as possible in the same position, as regards the enjoyment of and power over the property settled, as if she were a *feme sole*. To hold that an infant can exercise such a power would, in my opinion, be to allow an infant to bind her property, which the law, on general principles of public policy, says she cannot do." It is singular to find that there is so little authority on a point of this kind that judges have to fall back on first principles.

#### DOES THE STATUTE OF LIMITATIONS BAR A CREDITOR'S CLAIM AGAINST SEPARATE ESTATE?

A QUESTION of some importance upon the law affecting a married woman's separate property has recently been raised in the case of *Hodgson v. Williamson* (28 W. R. 944), but hardly, as we venture to think, satisfactorily decided. Shortly stated, the question is whether the Statute of Limitations operates as a bar to a claim by a creditor against a married woman's separate estate; and, singularly enough, the authorities upon the point up to the present time are of a very meagre and inconclusive character. In an obscurely reported case, decided in 1723, when the doctrine of separate estate was still in a most rudimentary, undeveloped condition (*Norton v. Turvill*, 2 P. Wms. 744), Sir Joseph Jekyll, M.R., after stating that "all the separate estate of the *feme covert* was a trust for the payment of debts," and that "a trust is not within the Statute of Limitations," held that a claim by a creditor upon such an estate was not barred by lapse of time. For just a century and a quarter the question appears to have slept—at all events, no decision qualifying or excepting to *Norton v. Turvill* is to be found until *Vaughan v. Walker* (6 Ir. Ch. Rep. 471, 8 Ir. Ch. Rep. 458). In that case Mrs. Walker, a married woman with separate estate, retained the plaintiff Vaughan as her solicitor. The business for which he had been employed was transacted by Vaughan, and more than six years after its completion he applied by petition for payment of his costs out of Mrs. Walker's separate estate. *Prima facie*, and if Vaughan had been retained by Mr. and not by Mrs. Walker, the Statute of Limitations might have been pleaded as a conclusive answer to the claim, but Lord Chancellor Brady, before whom the case came in the first instance, not considering that the question was at all varied by the modern and more expanded views which had been applied to the equitable doctrine of separate property, adhered to the old doctrine as laid down in *Norton v. Turvill*, and held that, as the creditor proceeded, not against the married woman personally, but against the separate property as a trust fund, the demand, notwithstanding the lapse of time, and although, as an ordinary contract, it must have been barred, might be enforced as an equitable charge upon the separate estate. The case

was subsequently re-heard before Lord Chancellor Brady and Lord Justice Blackburne (8 Ir. Ch. Rep. 458), and although the result was unaffected, the judgment of Lord Justice Blackburne, who, dissenting from the Lord Chancellor, held that the claim was barred by the statute, well deserves attentive perusal. Between 1723 and 1858 that "creature of equity," the doctrine of separate estate, had grown up from a puny bantling into a healthy, vigorous child. The bandages and swaddling-clothes with which it had been thought necessary to wrap up and coddle the weakly infant were gradually discarded, and the fiction that a married woman could only bind her separate property by something in the nature of an appointment, and that accordingly a creditor was her appointee, and, *pro tanto*, stood in her place as a *cestui que trust*, has given place to the more rational doctrine that a married woman, acting with respect to her separate estate, is competent to act as a *feme sole*, and that her contracts, including general engagements not in writing, are contracts for which her separate estate is treated as the debtor, and on which the personal remedy only against herself is excluded. The statement of the law to this effect by Lord Thurlow in the well-known leading case of *Hulme v. Tenant* (1 Bro. C. C. 16, 1 L. C. Eq. 481), has been followed with approbation, and has received further extension in favour of the creditor at the hands of subsequent judges. We may refer in particular to the judgment of Lord Justice Turner in *Johnson v. Gallagher* (3 De G. F. & J. 521); and of Lord Justice James in *The London Chartered Bank of Australia v. Lempriere* (L. R. 4 P. C. 572). Perhaps the latest, and certainly not the least authoritative, summary of the law upon this question is to be found in *Wainford v. Heyl* (L. R. 20 Eq. 321) by the present Master of the Rolls:—"A married woman is liable, or rather her separate estate is liable (for there is no personal liability as far as she is concerned), to make good all contracts which are made by her with express reference to the separate estate, or which, from the nature of the contract itself, must be intended to be so referred." At the present time, therefore, a man who has supplied a married woman with goods, or provided her with money upon the faith of a contract, express or implied, that her separate estate shall answer his claim, is no longer driven to rely upon a supposed charge of the estate in his favour. Subject to being debarred of any personal remedy against his debtor, he stands in the position of any simple contract creditor dealing with an owner *sui juris*, is clothed with the rights of a simple contract creditor against the fund applicable for payment of his debt, and ought, we submit, to be subject to the limitations by which the claims of simple contract creditors are in ordinary cases affected. So far has the principle of debt been carried that in *The National Provincial Bank v. Thomas* (24 W. R. 1013), the present Master of the Rolls, expressly negating the old doctrine, held that the liability of a married woman's separate estate for her general engagements did not, *per se*, give her creditors any charge upon the separate property, nor any higher rights than they would have had against the husband if the debt had been his.

It seems clear, therefore, that the antiquated doctrine that the particular debt operated as a charge upon the separate property, and that the creditor was *pro tanto* in the position of a *cestui que trust*, even if maintainable in 1858 when *Vaughan v. Walker* was decided, has received its deathblow from the more recent cases already referred to. As was observed by Blackburne, L.J., the claim of the creditor has not the peculiar and essential character of a specific charge, he has not the rights of a specific incumbrancer, and the married woman has not done anything to put him *pro tanto* in her place as a *cestui que trust*; but, on the other hand, he has a right *ex debito justitiae* to be paid through the medium of a court of equity out of the property of his debtor, though he cannot make her personally liable. The claim being, therefore, in respect of that which has all the attributes of a simple contract debt recoverable in equity, it seems



just that it should be subject to the same rules and limitations as an ordinary simple contract debt, and be open to every defence of which, if it were a legal debt, the debtor could take advantage.

To prevent the application of the Statute of Limitations, or rather its analogy, as a bar to such a claim it would be necessary to establish that the married woman or her trustee had, by the mere fact of the contract, become a trustee for the creditor. No doubt property settled to a married woman's separate use is, as was stated by Sir J. Jekyll, M.R., a trust fund. But a trust fund for whom? Surely not for the creditor whose claim, like that of any other simple contract creditor, is adversely against the fund applicable for payment of his debt, without any privity or fiduciary relation whatever between himself and the trustee, or the real *cestui que trust*, the married woman; and he is no more a *cestui que trust* from having trusted the married woman than is a butcher or baker who has given credit to any equitable tenant for life, and looks for payment to property in which his debtor is beneficially interested. If, therefore, the person who has supplied a married woman with goods or money upon the faith or credit of her separate estate is not a *cestui que trust*, but a creditor, whose remedy is only limited by being against the separate property and not against the person of his debtor, it seems to follow that the rule that the Statute of Limitations does not bar a trust has no application whatever to such a claim. Passing then to the case of *Hodgson v. Williamson* (28 W. R. 944), in which the old doctrine with all its anomalies seems to have been revived, the facts were shortly as follows:—In September, 1866, a separation deed was executed between Mr. and Mrs. Barber, who had for some time been living apart, under which Mrs. Barber's share in certain property, not at that time realized, was assigned to trustees upon trust to pay her the income during her life to her separate use, with power for her to appoint the *corpus* by deed or will. Owing to protracted family litigation, Mrs. Barber's share was not realized during her lifetime, and, being left by the desertion of her husband in an almost destitute state, she was entirely supported by the plaintiff, who, upon her death in March, 1870, also paid the expenses of her funeral. She had made a will by which she appointed the *corpus* of her expectant property in favour of the defendants to the present action, whom she appointed her executors. Her will was not proved, and the plaintiff was unable to obtain payment of his debt. In November, 1877, a sum of £3,000 having been unexpectedly realized as Mrs. Barber's share, it was proposed at the hearing on further consideration of a suit commenced in 1871 to administer the trusts of the separation deeds, to carry over this sum to the account of her appointees. The plaintiff, who had obtained leave to attend the proceedings, applied for an inquiry as to debts affecting Mrs. Barber's share. This inquiry was, however, refused by Vice-Chancellor Hall, and under these circumstances the plaintiff, in January, 1878, nearly eight years after Mrs. Barber's death, brought an action to recover the amount of his claim, between £200 and £300; and subsequently in the same year obtained letters of administration, and amended his claim accordingly. At the hearing before Vice-Chancellor Bacon in April last, it was objected by the defendants, the appointees of Mrs. Barber, first, that the plaintiff's claim was precluded by the refusal of Vice-Chancellor Hall to direct an inquiry as to debts; secondly, that he had not established any contract, express or implied, binding Mrs. Barber's separate property; and, lastly, that any claim in respect of such contract was now barred by lapse of time. The Vice-Chancellor, overruling the first two objections, held that Mrs. Barber, who, but for the plaintiff's assistance, must have been absolutely penniless and driven to the workhouse, did effectually charge her separate estate with the repayment of the sums expended by the plaintiff in providing her with

necessaries; and that the plaintiff was not precluded by anything that had taken place in the action before Vice-Chancellor Hall from bringing his action to recover payment out of the fund representing her separate estate. Upon the last and main objection, that the claim was barred by the Statute of Limitations, his lordship, whose judgment, as reported, is not very distinct upon this point, seems to have adhered to the older doctrine of charge upon the separate estate (constituting the creditor *pro tanto* a *cestui que trust*), as distinguished from debt payable out of the separate property in respect of which the married woman had power to contract as a *feme sole*; and (following the somewhat musty authority of *Norton v. Turvill*) to have held that the Statute of Limitations, did not apply, and could not be pleaded against the plaintiff. No doubt, in the particular case, substantial justice was accomplished by deciding that the plaintiff's claim was not barred by the Statute of Limitations. In the particular circumstances there was no ground for imputing *laches* to the plaintiff—who was unable to obtain either payment, or an acknowledgment, of his claim after Mrs. Barber's death—and his lordship seems to have expressly acquitted him from this charge. The decision, however, so far as appears from the report, did not turn upon the absence of *laches* on the part of the plaintiff; but proceeded entirely upon the distinction between trust and debt to which we have called attention. And here, we think, the judgment in practically ignoring the recent authorities, which have pronounced a married woman to be in respect of her separate property as competent to contract as if she were a *feme sole*, distinctly departs from the course of judicial development by which the law of separate estate has been brought into harmony with principles of common justice and common sense, and the tendency of modern legislation as embodied in the Married Women's Property Acts, 1870 & 1874.

## Recent Decisions.

### TRADE-NAME AND INJUNCTION AGAINST TRADE-LIBEL.

(*J. W. Thorley's Cattle Food Company v. Massam*.  
*Massam v. J. W. Thorley's Cattle Food Company*, 28 W. R. 966; *Thomas v. Williams*, 28 W. R. 983.)

The two cases of *J. W. Thorley's Cattle Food Company v. Massam* and *Massam v. J. W. Thorley's Cattle Food Company* (28 W. R. 966), and that of *Thomas v. Williams* (28 W. R. 983), clear up a good deal of doubt and misunderstanding which have existed with regard to the right to use a particular name in connection with a trade, and to the power of the court to grant injunctions to restrain the publication of libels. The Court of Appeal has now laid it down in very clear terms that a man has no right to use even his own name in describing his goods in trade if by so doing he represents that his goods are those of another's make. In every case the question is whether there is, in fact, a false representation or not. The difficulty which existed was started by the well-known case of *Burgess v. Burgess* (3 De G. M. & G. 896), in which Burgess, the father, who made and sold "Burgess's Essence of Anchovies," sought to restrain his son from selling the same article independently under the same name. Vice-Chancellor Kindersley granted an injunction, but his decision was reversed on appeal. The judgment of Lord Justice Knight Bruce has often been quoted, being supposed to be an excellent bit of judicial humour. "All the Queen's subjects," said the Lord Justice, "have a right, if they will, to manufacture and sell pickles and sauces, and not the less that their fathers have done so before them. All the Queen's subjects have a right to sell these articles in their own names, and not the less so that they bear the same name as their fathers." Now, the second of these

statements is misleading. It is, in fact, rarely that a case can arise when, for instance, if Smith was making and selling pickles as "Smith's Pickles," his son would at the same time have the right to make and sell "Smith's Pickles." It so happened in the case of *Burgess v. Burgess* that the son was held to be entitled to sell "Burgess's Essence of Anchovies" just as his father was selling it, but there the son used a label different from that of his father, and the circumstances were such that it was clear there was no representation made by the son that his goods were manufactured by the father. Even then Lord Justice Turner said the plaintiff would have liberty to proceed at law. It is not easy to find a case where a son could sell similar goods to those being sold by his father without tending to deceive. As Lord Justice Bramwell pointed out in the case of *Massam v. J. W. Thorley's Cattle Food Company*, the defendants would have had the right to say they made "Thorley's Food for Cattle" if they did not deceive. "If one could suppose," he says, "that they could use that expression without the risk of deceiving, I should think they ought to have a right to do so; but it seems to me almost impossible that they can." The question is what is meant by the trade-name. "Thorley's Food for Cattle" was held to mean the food made at the original Thorley's manufactory. In the case of *James v. James* (24 W. R. 434, L. R. 13 Eq. 421), Lord Romilly seems to have thought that "Lieutenant James' Horse Blister" meant the horse blister made according to the recipe invented by Lieutenant James. In *Burgess v. Burgess*, Lord Justice Knight Bruce must have been of opinion that "Burgess's Essence of Anchovies" had no other meaning than that the thing was an essence of anchovies, and was made and sold by a man named Burgess. That may or may not have been so, but if it was so, such a case is very unlikely to occur again. "Burgess's Essence of Anchovies" had been the trade-name used by the plaintiff and his predecessor for upwards of fifty years, and the article had gained a great reputation. The opinion of Lord Justice Knight Bruce with regard to the name can, therefore, hardly have been correct. *Wotherspoon v. Currie* (L. R. 5 H. L. 508), is the great authority upon the question as to the right to use a name in trade. There Lord Westbury's judgment shows what are the things to be considered. Has the plaintiff's trade-name acquired a secondary meaning? and is the defendant's assumption and use of the name tainted with fraud? It may be that the plaintiff's trade-name has acquired a secondary meaning, but that the plaintiff has no exclusive right to use it, as, for instance, "Flavell's Patent Kitchener," mentioned by Lord Justice James in the *Thorley's Cattle Food* case, meaning an article made according to Flavell's patent, and that patent had expired; or "Liebig's Extract of Meat," which had become the name for an article of commerce. Any one could in those circumstances make and sell "Flavell's Patent Kitchener" or "Liebig's Extract of Meat," and there could be no question of fraud in the use of the name. The case of *Burgess v. Burgess* seems to show that it is possible for the plaintiff's trade-name to have acquired a secondary meaning, and yet for the defendant to use it without fraud. The courts, however, have in recent years looked upon these cases in a less technical way than formerly. They are now wont to look at them from the opposite end to that which was formerly first regarded. Why does the defendant take the name? is the real question to which a satisfactory answer should be demanded. The truth is that, speaking generally, in all these disputes as to trade-names and trade-marks there is more or less fraud. The variety in names and symbols which might be easily invented is so enormous that the chance of an accidental infringement is practically nothing. The judgments of the Lords Justices in *Massam v. J. W. Thorley's Cattle Food Company* will have inflicted another blow upon fraudulent traders who seek, as Lord Justice James said, to steal the reputation of others.

As to the question of libel upon a man in relation to his trade, or, as it may be conveniently called, trade-libel, it was settled by the case of *The Western Counties Manure Company v. The Lawes Chemical Manure Company* (L. R. 9 Ex. 218) that an action would lie, at all events where there was special damage, for the publication, without lawful occasion, of an untrue statement disparaging the quality of the plaintiff's goods. Accordingly, the court had no difficulty in deciding in favour of the plaintiffs in *J. W. Thorley's Cattle Food Company v. Massam*, where the executors of the original Thorley, who were carrying on his business, had published circulars stating that the cattle food made and sold by the company was spurious, when in fact it was substantially the same as that made by Thorley and his executors.

The more important question remains as to the power of the court to grant injunctions in cases of trade libel. Mr. Justice Fry, in *Thomas v. Williams*, held that the court had such power even though no special damage was proved. Though he acted upon his own opinion, he considered that he was borne out by the Court of Appeal in *J. W. Thorley's Cattle Food Company v. Massam*. It is sufficient if the trade libel is calculated to injure the plaintiff. The Lords Justices did not go into the matter at great length, but their judgments are clearly in favour of Mr. Justice Fry's view. Lord Justice Bramwell said he was satisfied that the defendants' circular was a libel on the plaintiffs in the way of their trade, and calculated to do them injury, and that consequently an action was maintainable,—the action being for an injunction. In the earlier case in the Court of Exchequer, Baron Pollock had considered the action to be not for libel but in the nature of an action for slander of title. It is, however, now clearly established that a publication disparaging a man's goods in trade is a libel. So much so that in the case before Mr. Justice Fry it was urged that Fox's Act must be taken into account, and the published matters submitted to a jury. Upon this point, however, the learned judge decided that Fox's Act only applied to criminal informations for libel, and added very acutely that the Act might be used as influencing the discretion of the court in deciding whether a case should be tried before a jury or a judge alone.

Shortly before the Judicature Act (January 20, 1875) it had been decided by the Court of Appeal that the Court of Chancery had no jurisdiction to restrain the publication of a libel as such, even if it was injurious to property (*Prudential Assurance Company v. Knott*, L. R. 10 Ch. 142). But in *Beddow v. Beddow* (26 W. R. 570, L. R. 9 Ch. D. 89), according to the report in the *WEEKLY REPORTER*, the Master of the Rolls incidentally expressed his opinion that section 25, sub-section 8, of the Judicature Act, 1873, gave the court power to grant an injunction to restrain the publication of a libel. Sir George Jessel also, in *Hinrichs v. Berndes* on the 18th of January, 1878, observed that he was not prepared to say that, if a plaintiff could sustain an action for libel, the court would not rot at the trial, while awarding damages for the libel, restrain the continuance of its publication. This very point was decided in *Saxby v. Easterbrook* (L. R. 3 C. P. D. 339), where the court held that there was power to restrain the publication of that which had been ascertained by the verdict of a jury to be a libel. The attention of the court was called to the decision of Vice-Chancellor Malins on the motion in *J. W. Thorley's Cattle Food Company v. Massam* (L. R. 6 Ch. D. 582), when he stated his opinion that the court had power to grant the injunction, but refused to do so upon motion. In November, 1879, the Vice-Chancellor at the trial granted the injunction (28 W. R. 295), but this was some time after the judgment in *Saxby v. Easterbrook*, which was given in March, 1878. In the case of the *Cattle Food*, therefore, the question has for the first time been plainly decided. As the Court of Appeal upheld the judgment of the Vice-Chancellor without going into any

elaborate consideration of the question, the Lords Justices may be taken to have been satisfied with the reasons given by the Vice-Chancellor. The reason for restraining the publication of a trade libel is forcibly given by Mr. Justice Fry in *Thomas v. Williams*: "To require evidence of injury in a case where the prospective injury is visible, and not to interfere until it has to some extent effected its injurious purpose, would be clearly a defect in the jurisdiction."

## Reviews.

### A RUBRIC OF THE COMMON LAW.

A RUBRIC OF THE COMMON LAW. By CHARLES G. WALPOLE, M.A., of the Inner Temple, Barrister-at-Law. Shaw & Sons, Fetter-lane.

The plan of this unpretending volume appears to us to be a good one, and to have been very well carried out. It is intended to serve as a handbook for students, and it aims at setting forth in clear and simple outline the broad principles of common law, illustrated and enforced by a brief summary of leading cases under the various divisions of the subject. In the nature of things, a treatise such as this neither demands nor admits of the display of much originality or legal acumen, but the author has done his work with care and intelligence, and in the numerous and lucid abstracts of reported cases he shows great industry and research. The subject of Bailment, amongst others, is treated very clearly and at some length in a chapter which is, we think, one of the best in the book, although at the present moment a greater interest will, no doubt, be felt in the pages which are devoted to considering the legal relation between servant and employer. Certain odd phrases have here and there crept into the text, which might with advantage be altered in a future edition of the book. For example, the instance given on page 1 of a common law usage—viz., "that a man should have but one living wife at the same time"—is far from being happily worded; and to give as an example of a *Mutuum* (p. 83), a loan by Jones to Smith of a dozen of champagne, which Smith is to consume, is surely an over-statement of the bailee's duty and liability in such a case. These, however, are trivial blemishes in a useful and, on the whole, a very well-written book. An appendix containing the text of several important statutes, and three full indexes, add considerably to the value of a treatise which appears to fully carry out the purpose for which it was written, and is likely also to serve as a convenient work of reference to lawyers in actual practice. The book is partly printed in red letters in order, as the author says, to help the student to take a bird's-eye view of its contents, and to this novel plan of printing the volume owes its somewhat fanciful title of a "Rubric of the Common Law."

Mr. Henry Farnham Burke, eldest son of Sir Bernard Burke, C.B., Ulster King of Arms, has been appointed to the office of "Rouge Croix" Pursuivant in the Herald's College.

The following are the names of the commissioners nominated for the commissions to inquire into corrupt practices at the places named at the late election:—Gloucester.—John Bridge Aspinall, Q.C., William Robert McConnell, Francis William Raikes. Canterbury.—Arthur Charles, Q.C., Albert Venn Dicey, Robert Samuel Wright. Chester.—Arthur Hammond Collins, Q.C., Alfred Tristram Lawrence, Frank Lockwood. Macclesfield.—Charles George Merewether, Q.C., John Shortt, Albert Childers. Marsey Thompson, Knareborough.—Marshall Griffith, Q.C., Henry Mason Bompas, Q.C., Charles Crompton. Boston.—James William Bowen, Q.C., Richard Henn Collins, William Alexander Lindsay. Oxford.—Lewis William Cave, Q.C., Hugh Cowie, Edward Ridley. Sandwich.—William Haworth Holl, Q.C., Richard Edward Turner, Francis Henry Jeune.

## Cases of the Week.

### BEFORE THE VACATION JUDGE.

SEPTEMBER 1.

**COMPANY—VOLUNTARY WINDING UP—COMPULSORY OR SUPERVISION ORDER.**—In this case the company had recently passed an extraordinary resolution for a voluntary winding up, and a petition was now presented seeking to have a winding up by the court or the voluntary winding up continued under supervision. The petitioner was a trade creditor for £400, and was supported by another creditor. An action had been commenced last month by the plaintiff on behalf of all the debenture holders in the company to have a declaration of charge on all the property of the company, and for the realization of their security, and an order had been made in that action for a sale of the assets as a going concern and the appointment of a receiver. The debenture holders desired a supervision order as being cheaper, and also asked that the petition which was at the Rolls might be transferred to Malins, V.C., in whose court the action had been commenced. The company also desired a supervision order. POLLOCK, B., considered the petitioner was entitled to a compulsory order, and ordered the transfer of the petition to Malins, V.C. He made the usual order for the appointment of liquidators, and as to costs.—SOLICITORS, *Lunley & Lunley*; *Poole & Hughes*.

**NUISANCE—INJUNCTION—DELAY—VACATION BUSINESS.**—In a case of *Palmer v. Neal*, a motion was made to restrain a nuisance to the plaintiff, a photographer, by the user by the defendant of a steam chopping machine. The nuisance complained was the vibration caused by the machine. The machine had been changed to its present horse power in November, 1879, and had been since continuously used. The writ was issued in January, 1880, and in February the time for delivering the statement of claim had been extended to April. Notice of trial had been given for the 17th of June, but the trial had not yet taken place. The objection was taken by the defendant that the motion was not vacation business, as no present urgency for the motion had been shown, and the delay since January was entirely unaccounted for. POLLOCK, B., considered there was no evidence of urgency, and directed the motion to stand to the trial, and the costs to be then disposed of. He refused to impose any terms on the defendant.—SOLICITORS, *R. H. Plater*; *G. Biller*.

**INJUNCTION—BREACH OF BUILDING COVENANT—COMPLETION OF BUILDING BEFORE MOTION.**—In the case of *Freeman v. Freshwater*, an *ex parte* injunction had been obtained restraining the defendant from erecting certain buildings contrary to a covenant on that behalf. A motion was now made to continue the injunction, and the objection was taken that the injury, if any, was complete when the injunction was obtained, and that the affidavits did not disclose this fact, and, on the contrary, alleged that the building was not then complete. It was contended for the plaintiff that he was entitled to the costs of the motion if not to his injunction, as it was clear a breach of the covenant had been committed. Reference was made to *Morris v. Grant* (24 W. R. 55). POLLOCK, B., said there were several grounds upon which he should refuse the motion. In the first place the building was complete before the injunction had been obtained, and in the next place that fact, which could have been easily ascertained by the plaintiff, was not stated, and in fact the affidavits were entirely misleading on the point. He should, therefore, not continue the *interim* injunction, but should dismiss [the motion with costs, and allow the plaintiff to have an inquiry as to damages].—SOLICITORS, *Carr, Fulton, & Carr*; *G. R. Colman*.

**SHIPOWNER—CHARTER-PARTY—POWER OF MASTER TO ALTER CHARTER—BILL OF LADING—INJUNCTION.**—In the case of *Jacobs v. Brouse Island Guano Company (Limited)*, a motion was made to restrain the defendants, the agents of the charterers of a ship, from parting with the bill of lading of a cargo about to arrive in their ship under the following circumstances:—The defendant company had chartered the



plaintiffs' ship in 1878 to proceed to Browse Island and load guano at a rate for freight and demurrage, with a lien on the cargo therefor. The ship had been delayed some time in loading, and a large sum was now claimed for demurrage by the plaintiffs. The master had, after some months' delay, entered into a contract at Browse Island with the company's manager for the sale to the plaintiffs of the cargo to be loaded in their ship at a small sum, and with a nominal sum payable for freight. The purchase-money was to be paid by bill accepted by the plaintiffs. The bill of lading and bill of exchange had been sent over to the defendants the agents of the company, who called upon the plaintiffs to accept the bill. This they refused to do, repudiating the authority of the master to enter into the above contract, and thereupon the defendants gave the plaintiff notice they should deal with the cargo irrespective of the plaintiffs. The plaintiffs then obtained an *ex parte* injunction restraining the defendants from dealing with the bill of lading. The company were not served with the motion. The plaintiffs alleged that the master had no power to annul the charter-party, and that the scheme was a fraudulent device to oust them of their rights to lien on the cargo. The defendants the agents relied on the agreement with the master which the plaintiffs refused to carry out, and they alleged such contract had been adopted by the plaintiffs. POLLOCK, B. was of opinion that no sufficient case for an interlocutory injunction had been made, and accordingly refused the same, reserving the costs.—SOLICITORS, *Ingledew, Ince, & Co.*; *Harper Broad, & Bullock.*

**NUISANCE—INJUNCTION—EVIDENCE—BALANCE OF CONVENIENCE.**—In the case of *Spicer v. Mayor of Margate*, a motion was made to restrain the defendants from using or allowing the use of a urinal which they had erected so as to cause a nuisance to the plaintiff. The erection was a wooden one some ten feet off the plaintiff's house, and affidavits were filed by him, by a surveyor, and a chemist, who spoke to the nuisance. The defendants filed numerous affidavits of the neighbouring inhabitants who denied that any appreciable nuisance had been caused. POLLOCK, B. was of opinion there was no sufficient evidence of any present nuisance, the plaintiff's evidence being mostly as to objections to the erection on general sanitary grounds, whereas the evidence of the defendants' witnesses was strong that no appreciable nuisance in fact existed. Under these circumstances he thought, on the balance of convenience, he ought not to grant the injunction asked for, and, therefore, he should refuse the same, reserving the costs.—SOLICITORS, *Foster & Spicer*; *Duncan, Warren, & Gardner.*

## Obituary.

### MR. SERJEANT ARMSTRONG.

Mr. Richard Armstrong, Q.C., first serjeant-at-law in Ireland, died at his residence at Dublin on the 26th ult. The deceased was the son of Mr. William Armstrong, of Roxboro, Armagh, and he was born in 1815. He was educated at Trinity College, Dublin, and he was called to the bar at Dublin in 1839. He practised on the Leinster Circuit, and he became a Queen's Counsel in 1854, and a bencher of the King's Inn in 1861. He had for several years held the rank of first serjeant-at-law. In 1865 Serjeant Armstrong was elected M.P. for the borough of Sligo in the Liberal interest. He rarely spoke in the House of Commons, but he gave a general support to the Liberal party. He retired at the general election of 1865, and he did not again enter upon political life. Serjeant Armstrong enjoyed for many years a first-class leading business at Dublin. He was one of the counsel in the celebrated *Yelverton case*, and he had been employed in many important prosecutions by the Government.

### MR. JOHN HAWKEY BINGHAM CARSLAKE.

Mr. John Hawkey Bingham Carslake, solicitor, formerly town clerk of Bridgewater, died at Woodside, near Clifton, on the 23rd ult. Mr. Carslake was the son of Captain John Carslake, R.N., and he was born in 1817. He was admitted a solicitor in 1839, and a year or two later he settled at Bridgewater, where he practised for about thirty-five years. He was formerly in partnership with Mr. Benjamin Lovibond,

but at a later date he was associated with Mr. Eustace Barham. He was a perpetual commissioner for Somersetshire, and he had a large private practice. He was elected town clerk of the borough of Bridgewater in 1854, and he held that office for twenty-three years. He was also clerk to the Commissioners of Income and Property Tax for the Bridgewater District, and solicitor to the Bridgewater and Somerset Building and Investment Society, to the Bridgewater Shipping Company, and to other local associations. About three years ago Mr. Carslake was compelled, by failing health, to resign the town clerkship and to retire from practice. His son, Mr. John Barham Carslake, was admitted a solicitor in 1871, and is a member of the firm of Ryland, Martineau, Carslake, & Goodwin, of Birmingham.

### MR. THOMAS VEASEY.

Mr. Thomas Veasey, solicitor, died at South Lodge, Baldock, on the 26th ult. Mr. Veasey was the son of Mr. Charles Veasey, of Huntingdon, where he was born in 1815. He was admitted a solicitor in 1838, and he practised at Baldock for about forty years, having been, during the earlier part of that time, in partnership with Mr. Samuel Veasey, who is clerk to the county magistrates at Baldock and Stevenage. Mr. Veasey was a perpetual commissioner for Hertfordshire and Cambridgeshire, and he had a good private practice in the district. His death is much regretted.

## Appointments, &c.

Mr. JOHN THOMAS DODD, solicitor, of Reading and Wallingford, has been appointed Clerk to the County Magistrates and to the Commissioners of Land Tax and Income Tax at the former place. Mr. Dodd was admitted a solicitor in 1854.

Mr. LOUIS JACKSON, late senior puisne judge of the High Court of Judicature at Calcutta, has received the honour of Knighthood.

Mr. RUPERT ALFRED KETTLE, judge of county courts, has received the honour of Knighthood, in recognition of his services in connection with boards of arbitration between employer and employed. Sir R. Kettle was born in 1817. He was formerly a member of the Oxford Circuit, and he was appointed judge of county courts for Circuit No. 23, in 1869. He is a magistrate for Staffordshire and Morionethshire, and a deputy-lieutenant and chairman of quarter sessions for the former county, and a member of the standing committee of county court judges for framing rules, &c.

Mr. WILLIAM POOLE, solicitor, of Taunton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ISAAC RICHARD REECE, barrister, has been appointed Registrar of Friendly Societies for the Island of Barbadoes. Mr. Reece is a graduate of St. John's College, Cambridge, and he was called to the bar at the Inner Temple in Hilary Term, 1871.

Mr. EDMUND TENNANT, solicitor, of Hanley, has been appointed Registrar of the Hanley, Burslem, and Tunstall County Courts (Circuit No. 26), and District Registrar at Hanley, under the Judicature Acts, in succession to his brother, the late Mr. Alfred Tennant.

Mr. WILLIAM RADCLIFFE WILSON, solicitor (of the firm of Scholey, Wilson, & Leatham), of Wakefield, has been elected Clerk to the Wakefield Board of Guardians, Assessment Committee, and Rural Sanitary Authority. Mr. Wilson was admitted a solicitor in 1858, and he is deputy-coroner for the Honor of Pontefract, and solicitor to the Wakefield Exchange Building Company.

[In our last issue it was erroneously stated that Mr. Richd. Harris, who has been appointed Revising Barrister for Lincolnshire, practises at the Central Criminal Court and Middlesex Sessions. It should have been said that Mr. Harris had ceased to practise at the criminal bar four years ago.]

## DISSOLUTIONS OF PARTNERSHIPS.

WILLIAM ASCROFT, WILLIAM THREEFALL ASCROFT, and ROBERT ASCROFT, Oldham, solicitors (Ascroft & Sons). (Business carried on by William and Robert Ascroft.) Aug. 2.

JOHN HAYWARD, JOHN CAMDEN HAYWARD, EDWARD RUSHWORTH KEELE, and JOHN SWANN, 5, Frederick's-place, Old Jewry, solicitors (Haywood, Keele, & Swann). (Business carried on in London by Edward Rushworth Keele, and at Dartford by John and John Camden Hayward.) Aug. 5.

[Gazette, Aug. 31, 1880.]

## Companies.

## WINDING-UP NOTICES.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

FARMERS' AND CONSUMERS' CO-OPERATION, LIMITED.—Petition for winding up, presented Aug. 24, directed to be heard before V.C. Hall, on Nov 6. Peckham and Co, Knightbridge st, Doctors' commons, solicitors for the company

MATLOCK BATH HOTEL COMPANY, LIMITED.—By an order made by Baron Pollock, dated Aug 18, it was ordered that the above company be wound up. Rogerson and Ford, Chancery lane, solicitors for the petitioners

MID-CANNOCK COLLIERY COMPANY, LIMITED.—Petition for winding up, presented Aug 23, directed to be heard before Baron Pollock, the Vacation Judge for the time being at Lincoln's inn, on Sept 8. Taylor and Co, Gt James st, Bedford row, agents for Wise and Co, Ashbourne, solicitors for the petitioner

OLDBURY BRICK COMPANY, LIMITED.—Petition for winding up, presented Aug 23, directed to be heard before the M.R., on Nov 6. Robinson and Co, Lincoln's inn fields, agents for Rowlands and Co, Birmingham, solicitors for the petitioner

SAMUEL BRADBURY AND COMPANY, LIMITED.—Petition for winding up, presented July 27, directed to be heard before V.C. Hall, on Nov 6. Pritchard and Co, Painters' Hall, Little Trinity lane, agents for Bleakley and Downham, Birkenhead, solicitors for the petitioners

WITNESSSEA BRICKWORKS, LIMITED.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to William Archer Wilkinson, Kingston-upon-Hull. Nov 3 at 12 is appointed for hearing and adjudicating upon the debts and claims

[Gazette, Aug. 27.]

## FRIENDLY SOCIETIES DISSOLVED.

STANSTEAD AND SAINT MARGARET'S UNION CLUB SOCIETY, Boys' Schoolroom, Stanstead, Hertford. Aug 24

[Gazette, Aug. 27.]

It is announced that the Lord Advocate, the Right Hon. John MacLaren, Q.C., has accepted the presidency of the Department of Jurisprudence at the Social Science Congress.

TWO LAWS.—Several days ago a white man was arraigned before a coloured justice down the country on charges of killing a man and stealing a mule.

"Wall," said the justice, "de facts in dis case shall be weighed with carefulness, an' ef I hangs yer tain't no fault of mine."

"Judge, you have no jurisdiction only to examine me."

"Dat sorter work 'longs to de raigular justice, but yer see I've been put on as a special. A special hez de right ter make a mouf at S'preme Court ef he chuses ter."

"Do the best for me you can, judge."

"Dat's what I've gwine ter do. I've got two kinds ob law in dis court, de Arkansas an' de Texas law. I generally gins a man de right to choose fur his self. Now what law does yer want, de Texas or de Arkansas?"

"I believe I'll take de Arkansas."

"Wall, in dat case I'll dismiss yer fur stealin' de mule—"

"Thank you, judge."

"An' hang yer fur killin' de man—"

"I believe, judge, that I'll take de Texas."

"Wall, in dat case, I'll dismiss yer fur killin' de man—"

"You have a good heart, judge."

"An' hang yer fur stealin' de mule. I'll jis take de 'casion heah ter remark dat de only difference 'tween de two laws is in de way yer state de case."—*Canada Law Journal*.

## THE LAW OF NATIONS.

THE eighth annual conference of the Association for the Reform and Codification of the Law of Nations opened on the 24th ult. at the Federal Palace, at Berne.

The following gentlemen were appointed officers of the Conference:—President of the Conference, Dr. F. Sieveking, President of the Hanseatic High Court of Appeal, Hamburg; Vice-Presidents of the Conference, E. J. B. Cremers, late Minister of Foreign Affairs, Member of the Second Chamber of the Netherlands; F. R. Conder, Counsellor-at-Law, New York; Theodore Engles, President of the Board of Underwriters, Antwerp; Daniel de Folleville, Professor of Law, Douai; Dr. Ch. G. Koenig, Professor of Law, Berne, and President of the Swiss Society of Jurists; Sir Travers Twiss, Q.C.; G. E. Wendt, D.C.L.; and General J. Grant Wilson, of New York.

M. Welti, the president of the Federal Council, welcomed the members of the conference in the name of the Swiss people.

The opening address of the president, Dr. F. K. Sieveking, was delivered in German. After referring to the development of international law amongst the civilized nations of Europe, Dr. Sieveking explained the object and aims of the association in the past. It had striven to make itself acquainted with the different laws of civilized nations, and to ascertain whether there might not be a common basis which should afford the means of securing a common rule for the different nations of the world. While this association had exerted considerable influence, the old maxim that a foreigner had no rights had, he feared, not ceased to exert its baneful influence. The nations of modern times had, however, in their codes proved that the commencement of a new epoch in the history of law had arrived. The promulgation of the *Code Napoleon*, and of the Prussian and Austrian Codes, were proofs of this. The learned judge observed that it was not the function of the legislator to say what legislation was required. It fell to the jurist to determine this, and to give expression to the needs, and to lay down the rules for the direction of, an advancing civilization. It became then the duty of the several States, in view of the affairs of mankind, to labour in their legislation to bring their laws into accord. The work of the association was purely scientific, and yet pre-eminently practical. It was to induce the legal authorities of different nations to adopt a common rule. The speaker referred to the labours of Savigny, Felix, and Phillimore in this direction, and especially to their labours in regard to the *lex contractus*, the *lex loci rei sita*, the *lex fori*, and the *lex domicilii*. He then referred to the great inconvenience and the risk involved by the conflicting maritime laws of mankind. The credit and the wealth of the commercial world were injuriously affected by this conflict and uncertainty. He showed that good must result from the consideration of the questions and difficulties that such a conflict of laws and customs give rise to by experienced jurists and practical men engaged in the commerce of the world. He concluded by calling attention and citing the words of Prince Albert. "I conceive it to be the duty of every educated person closely to watch and study the age in which he lives, and as far as in him lies to add his humble mite of individual exertion to further the accomplishment of what he believes Providence to have ordained. Nobody, however, who has paid any attention to the peculiar features of our present era will doubt for a moment that we are living in a period of most wonderful transition, which tends rapidly to accomplish that great end to which, indeed, history points—the realization of the unity of mankind. Not a unity which breaks down the limits and levels the peculiar characteristics of the different nations of the earth, but rather a unity the result and product of those very national varieties and antagonistic qualities." Just in proportion as this association attained to the accomplishment of its work would be realized, "Glory to God in the highest, on earth peace, and goodwill towards men."

The annual report of the council stated that steady progress had been made by the association, and that ninety-eight new members had joined since the date of the last conference. The society had lost, during the past year, some of its distinguished members, including Dr. J. Thompson, of the United States, late of Berlin; M. P.



D. D. Farjasse, Cour de Cassation, Paris; M. H. Renard, judge of the Civil Tribunal of Lyons; and Dr. C. Zimmerman, of Berlin. The committee established to bring about the acceptance of the York and Antwerp rules to regulate general averages reported that their rules were now being largely adopted in the principal seaports of Europe and of the United States. The draft of these important rules, settling some very important points of maritime law, was originally drawn up nearly a quarter of a century ago by the late Lord Brougham. After an ineffectual attempt to obtain their recognition by several learned bodies, attention was directed to them by this association, and they were finally, after careful consideration by jurists from all countries, adopted at the meeting of the association held at Antwerp. These rules have lately been declared by the judges of our Court of Appeal to contain the common law of England, from which the adjusters had departed. The Bremen Committee intended to present a report to the present conference respecting negotiable securities. Among the other subjects referred to in the annual report are Bills of Exchange, International Copyright, Affreightment, and the principles which should govern the intercourse between Christian and non-Christian peoples. Upon the latter subject Sir Travers Twiss was to present a paper.

The conference met again on the 25th of August. Sir Travers Twiss read a paper "On Consular Jurisdiction in the Levant, and on the Status of Foreigners in the Ottoman Courts of Law." He commenced by tracing back the origin of the personal jurisdiction exercised by European consuls over their own countrymen in Oriental countries to the period when the Franks first came into contact with the Arabs in Syria and in Egypt during the ninth century. About the same time the Arabs themselves obtained similar privileges for their own countrymen from the Chinese Emperors at Canton. The privileges, on the other hand, granted by the Ottoman conquerors of Constantinople to the subjects of the Christian States of Europe were only the culmination of the privileges previously granted by the Christian Emperors to the Venetians and the Genoese. These privileges had, the writer said, become a commercial necessity in modern times, owing to the Ottomans refusing to recognize a claim to equal justice between Christians and Muslims. The same religious difficulty did not exist either in China or Japan; but in spite of the reforms of the Ottoman Empire, which commenced with the reign of Mahmoud II., who destroyed the Janissaries and inaugurated a more liberal interpretation of the Koran, and which reforms had been continued by his successors down to the present time, the equal administration of justice between Christians and other non-Muslim people, although solemnly promised in the Hatti Serah of Gulhah (1839), and again in the Hatti Humaoun, 1856, never obtained authority in the Ottoman law courts; a member of the Ulema, the religious interpreters of the law of the Koran, presiding as judge in these courts. Sir Travers then reviewed the various reforms introduced into the legal system of the Ottoman Empire, the most important of which was the introduction of commercial tribunals in 1847, which administer a commercial code drawn up in 1850 and improved in 1860. In the year 1862 a new code of procedure was promulgated. The judges of these courts are appointed by the Ottoman Minister of Commerce, and are responsible to him; whereas the judges of the Ottoman civil courts are appointed by the Sheikh-ul-Islam, who has at present abstained from issuing any order which would give practical effect to the Sultan's ordinances. The writer illustrated the maladministration of justice by the Kadis, by referring to the condition of the courts in the Island of Cyprus upon the British occupation of that island, and expressed an opinion that until the civil courts of the Ottoman Empire are effectively subdivided into mixed courts and Ottoman courts, and the mixed courts are withdrawn from the control of the Sheikh-ul-Islam and placed under a Minister of Justice, no effectual justice can be obtained.

A paper was subsequently read by one of the members of the Japanese Embassy—Mr. Iriye, a member of the English bar. The Ambassador from Japan himself was present, but took no part in the discussion. The Italian Ambassador and several notables were also present. Mr. Iriye's paper related to "Consular Jurisdiction in Japan." He commenced by saying that the origin of consular jurisdiction in Japan differed much from

its origin in many other Oriental countries, and its divergence became apparent when the position of consular jurisdiction in Japan was considered. The Treaty stipulations of Japan with other Powers are exceptional in their nature. The state of the country in its astonishing progress is likewise entirely unique. Religious fanaticism, which had been shown to enter so largely into the consideration of this subject elsewhere, in Japan is unknown. The well-recognized power of the Government extends to every part of the empire. Consular jurisdiction as it exists in Japan is solely based upon Treaty stipulations made between that country and other Powers. These arrangements are almost identical in form and substance, and may practically, *mutatis mutandis*, be said to be defined by sub-section 2 of the 5th clause of the Treaty made between Japan and Great Britain, signed on August 26, 1856. It is declared that British subjects who may commit any crime against Japanese subjects or the subjects or citizens of any other country shall be tried and punished by the consul or other public functionary authorized thereto, according to the law of Great Britain. Similar provision exists in article 4 of the same Treaty as to all questions arising between British subjects in regard to the rights of person and property. It is understood that negotiations are now pending which are likely to modify these Treaty stipulations. Mr. Iriye called the attention of the congress to the two following points:—1. That the administration of justice in Consular Courts has not been either efficient or satisfactory. 2. That the extra-territorial clause of the Treaty has been unduly extended in its interpretation by foreign Powers. Japan, he said, had always respected and, to the best of her ability, had carried out her Treaty obligations; the other Treaty Powers had failed in the performance of their stipulations. They had not provided proper and efficient courts of justice, proper judges, proper procedure, nor a proper mode of executing judgments. If any Power assumes a right of jurisdiction in another country and fails to administer justice, a breach of obligation is committed, not only towards its own subjects, but also towards the State in whose territory those subjects are residing. In Japan, he said, this is unfortunately the case, and most flagrant miscarriages of justice have not been uncommon. He mentioned one or two instances. A British subject was discovered making and issuing forged paper money so nearly resembling the national paper currency that it might readily pass for it among the country people. The British authorities were appealed to, and the offender was warned to desist from his malpractices; but it appeared that no provision existed for punishing such an offence committed in Japan, and this issuer of false paper money was permitted to go scot free. A somewhat similar case arose with an American citizen, and he was only sentenced to one year's imprisonment. An Italian subject was found by the Japanese police shooting without a licence. A plaint was laid before the Consular Court of his own country. The charge was fully established and he was fined ten dollars. He brought a counter-charge that he had been roughly treated by the police, and without hearing the other side, the consul acting as judge, on an *ex parte* statement, decided that the counter-charge had been established, and remitted the fine. The Italian Minister stated that he was unable to interfere in respect of this decision, and the case had to be referred to Europe, where it is still pending. Difficulties frequently arise in cases between foreigners of different nationalities. An American is stated to have been murdered by a British subject on board an American ship. The counsel for the accused demurred to the case being tried by the American court, and his objection is held to be so far valid that all proceedings have been stayed. In this way the Japanese are neither permitted to see that justice is properly administered by their own tribunals, nor are they assured that it will be carried out by the Treaty Powers. Difficulties arise also under the present consular jurisdiction in regard to procedure. An Englishman who sues before a French consular court cannot compel the production of any document from a German. So that if no other evidence exists, justice must necessarily fail. Again, if an Englishman assaults a Frenchman, and the only bystander is an Italian, the English court has no power to compel the attendance of the Italian to give evidence. There are no courts of appeal, so that no miscarriage of justice can be rectified without great delay and expense. The words of the Treaties confer upon the Powers the right of trying and punishing according to the laws of

their respective States; but they do not exempt Europeans or Americans from obedience to Japanese laws. It has, however, been maintained that under the extra-territorial provisions of the Treaty, foreigners are exempt from all Japanese laws, and that consequently no police or municipal regulations are binding upon them, unless they have been first approved and sanctioned by their respective ministers. Under cover of this interpretation of the law, quarantine regulations and the bye-laws of railways have been infringed, accidents to innocent natives have gone unpunished, injury to property has been laughed at, harbours and ports have been injured, morality has been outraged, poison has been sold, and pestilence and cholera introduced. Mr. Iriye asserted, in conclusion, that Japan had never by Treaty conceded a right virtually to deprive her of the undoubted sovereignty of her own country. He appealed with great ability to the *dicta* of international law and to the Treaties themselves in support of his contention. His manners and his arguments are reported to have produced a most favourable impression on the congress.

Mr. Davidson, an advocate of the Scottish bar, who has resided for several years in Japan, said that he fully indorsed all the statements made by Mr. Iriye.

The reports of the Committee on Negotiable Securities was presented by Mr. H. G. Jencken, on behalf of the English Committee, and Mr. H. H. Meier and Dr. Marcus, of Bremen, on behalf of the committee appointed at Frankfurt-on-the-Maine. As there was a difference of opinion strongly expressed between the representatives from Bremen and those from Hamburg and other parts, an influential committee, under the presidency of M. Sieveking, was appointed to report to the congress.

On the 26th ult. a paper was read on Bankruptcy by Dr. Fred. Tomkins, of London. Among the points raised were the following:—To what extent and under what circumstances should a bankrupt be treated as a criminal? In the case of absolute bankruptcy, and after having assigned all his property for the benefit of his creditors, and having been liberated from arrest, should the after-acquired property of the bankrupt in any, and what, circumstances, be held liable for his unsatisfied claims? As touching the trustee or assignee, what rule can be established so that the evils and injustice of the present system prevalent in Great Britain may be remedied? What shall be the effect of a decree of a bankruptcy tribunal extra-territorially? Can or should the office of an assignee, trustee, or syndic, be made to extend beyond the territory of the tribunal for which that functionary has been appointed? Should the effect of a sentence of bankruptcy continue to attach to the debtor in such a way, under any circumstances, as to prevent his returning to commercial life, possibly to repeat the dishonest processes by which his creditors have in the past been subjected to loss and perhaps ruin? A discussion took place upon the papers, in which President Sieveking and Sir Travers Twiss took part.

Upon the subject of International Copyright, which next engaged the Congress, several important communications were read from the American Committee. A discussion took place, in which M. Clunet, of Paris, explained the progress the whole question had made in France and in Europe generally. The general expression was that the United States authorities, who have power under the Constitution to promulgate an international copyright, will before long adopt some effective measures in the matter.

Sir Travers Twiss read a paper in French on the International Protection of Sea Cables. The purport of this paper was to review the conclusions at which the Institute of International Law, about to meet at Oxford, had arrived last year at its conference in Brussels, under the presidency of M. Rolin Jacquemyns, the Minister of the Interior. These were contained in the following resolutions:—(1) That it is highly desirable that the Powers interested should agree in the establishment of the rule—that the intentional destruction or deterioration of sea cables under the high seas in time of peace is an offence against the Law of Nations, and that it should be determined by the nations interested in what the precise penalty should be attaching to such an offence with such a degree of uniformity as is compatible with the criminal laws of the several States; the right of capturing the offenders abroad to be exercised by the public vessels of all nations; the right, however, of

judging the offenders to be reserved to the tribunals of the country to which the captured belong. (2) In time of war the cables which unite neutral territories should be deemed as inviolate. Further, it is desirable that when telegraphic communication must cease in time of war that the belligerent should limit his dealings with the telegraph to such measures only as are absolutely necessary to prevent the use of the cables, and that these measures should cease, and the cable be at once restored to use immediately upon the cessation of hostilities; or at least as soon after as possible. It appeared from the *Journal Télégraphique*, of 1877, that the telegraphic sea-cables owned by private companies at the time of that report had an extent of 60,000 nautical miles, whilst those which were State property extended over 4,400 miles. Our modern civilization, and the entirely new condition under which both States and Communities were placed by the material inventions of the age, gave rise to many and novel relations, for which the practical jurist must do his best to provide, not to speak of the conflicting interests which sooner or later may jostle one another under the rough and hard usages of war. Sir Travers Twiss, in conclusion, pointed out in a complimentary manner the unique interest which Switzerland had in the maintenance of friendly relations, and the adjustment of rules to govern the future of the present modes of communication between different nations. Switzerland had executed most gigantic works—piercing Mont Cenis and Mont St. Gothard, in order to facilitate the communication between the north and the south of the Continent of Europe, thereby extending the line of communication from the countries of Europe to the extreme Orient. A cincture of lightning now engirdled the globe, and it was the duty of all nations to shelter this girdle from being maliciously snapped asunder, or destroyed by the red hand of war. No single State could hold dominion over an invention of prime practical importance to the happiness and interests of mankind; all nations should perform acts of vigilance and become its protectors.

The fourth and concluding session of the association was held on the 27th ult.

Mr. H. D. Jencken read a paper on the International Law of *Commandite* and of Limited Partnership. The question was how far the law of the place where the *commandite* was established protected the parties concerned in other countries against the claims of creditors for debts contracted in foreign states; in other words, whether, without an international convention between the country whose laws recognize a *commandite*, and a country where a *commandite* is not legally known, the *commanditaire* would be held legally exempt from general liability as a partner. Treaties on the subject of commercial companies and associations had been concluded by Great Britain with France, Belgium, Italy, and Germany, and a question might arise, if *commandite* is not expressly recognized by the law of England, whether a French or Belgian partner *en commandite* could claim a limitation of his liability in a suit before an English tribunal in virtue of the Treaty privileges secured to his countrymen. Dr. Tristram followed with a paper on "Domicil as Regulating Testamentary and Matrimonial Rights," his contention being that the practice of holding the domicil of a testator to be the criterion of a valid will, both as regards the form of the instrument and his capacity to make it, was highly inconvenient, and that the French law was preferable, which gave the testator the option of executing his will either according to the forms prescribed by the laws of his domicil, or according to the forms required by the law of the place of his execution. He cited the 24 & 25 Vict. c. 114, commonly called Lord Kingsdown's Act, as having relaxed the strict rule of the English Wills Act in a manner which makes the English law accord with the French law in respect of a will being valid if executed in conformity with the *lex loci*. Dr. Tristram advocated the recognition by all countries of this rule of the French law. Further, as the question of domicil is daily becoming more intricate, he advocated the general adoption of the rule as to domicil (which had been the subject of a convention between England and the Swiss Confederation), of which the principle had been affirmed by an English statute, 24 & 25 Vict. c. 121, under which a domicil of choice, as distinguished from a domicil of origin, should not be acquired by anyone in a foreign country unless he had been resident in

each country for the period of one year preceding, and had deposited in some public office a declaration of his intention to acquire a domicile there. On the question of domicile as affecting matrimonial rights, he limited his observations to the doctrines maintained by some high authorities, that the courts of the marital domicile should have exclusive jurisdiction to dissolve a marriage, which he considered to be a practice full of hardship to the wife.

Mr. J. G. Alexander, LL.D., then submitted a paper on "The International Bearing of Marriage Laws." He said that this subject, which was brought before the conference of last year by Sir Robert Phillimore, the judge of the English Admiralty Court, had lately occupied considerable attention in the English Press. By the common law, which prevailed throughout Europe before the Reformation, the status of marriage was constituted simply by the mutual consent of two persons capable of contracting the marriage tie, and no ceremony was necessary. The restrictions imposed by the Council of Trent were of two classes, those which affected the capacity of the parties to enter into the marriage contract, and those respecting the manner and incidents of the marriage rite. To which of these classes the requirement of consent of parents, which applied only in the case of minority, properly belonged, was a question of some doubt. Most of the restraints falling under the second head were generally held to be governed by the rule, *locus regit actum*, so that, as far as they were concerned, a marriage valid where celebrated was valid everywhere. But those of the first class were held to be invalid. Sir R. Phillimore last year proposed that "marriage before a civil officer according to the forms and with the delays prescribed by the civil law of the country where it is celebrated should be everywhere recognized as valid." This proposal was objected to on the ground that it would allow the citizens of any country adopting it to evade their own marriage laws by a short residence abroad. The following counter-proposal was put forward—viz., "That all marriages between persons of different nationalities should be valid in both countries, if valid at the place where they were celebrated, and also by the law of the domicile of one of them; provided that if the marriage were prohibited by the law of one of the spouses, the other spouse should not be entitled to avail him or herself of his or her own law if he or she were proved to have been aware of the prohibition." Mr. Alexander recommended that all restraints on marriage which were not imperatively required should be abolished.

The committee appointed by resolution of the meeting was instructed to deal with the question.

The business concluded by the approval on the part of the conference of five resolutions respecting the International Regulation of the Law of Securities to Bearer, which were submitted to the conference by a committee including jurists from Frankfurt, Berlin, Bremen, Hamburg, New York, and London.

The customary votes of thanks were passed; the conference having been a successful one, although the attendance was smaller than usual.

#### A YEAR'S WORK IN THE DIVORCE COURT.

It has been a bad year in Westminster-hall. So say the members of the long robe who practise in the divisions holding courts there, and, possibly, they may be right. But "croaking" is not the special privilege of the British farmer, though the rest of the community are generous enough to admit that he has a vested interest in it. Lawyers also grumble at diminishing bills of costs, and see ruin to the country when people, utterly disregarding the duties of patriotism, settle their differences out of court, instead of submitting them for decision to a British jury. There may, however, be some ground for the general complaint as to the decline of business at Westminster-hall in the past legal year. But there is no rule without an exception, and that exception, it would seem, may be found in the division presided over by Sir James Hannen. However it may have been with the other judges of the High Court, he apparently has had his hands quite full, as a summary of the cases disposed of by him within the Michaelmas Sittings of 1879 and the Trinity Sittings just completed—the measure of the legal year—will abundantly show.

In the Michaelmas Sittings the divorce cause list contained 137 undefended and 32 defended causes entered for trial before the court itself. There were, in addition, 20 special and 12 common jury causes—in all 201. In the Hilary Sittings, 1880, there were 68 undefended and 25 defended, 13 special and 12 common jury causes—in all 118. In the Easter Sittings there were 84 undefended, 30 defended, 9 special and 18 common jury causes—in all 141. A supplemental list was issued during the sittings, and this contained 24 undefended and six defended causes—in all 30. In the Trinity Sittings, just concluded, there were 32 undefended, 17 defended, 13 special and 15 common jury causes—in all 77; and in a supplemental list there were 49 undefended, 19 defended, and 8 common juries—in all 76. From these figures it will appear that the total number of matrimonial causes entered for trial and disposed of in the Divorce Court in the past year was no less than 643.

But these were not all divorce causes proper—that is, causes in which the prayer of petition was for a dissolution of marriage. From them must be deducted some 60 petitions for judicial separation, 13 for nullity of marriage, and, perhaps, a like number of Queen's Proctor's cases, in nearly all of which, through his intervention, the decree *nisi* was rescinded and the petition dismissed. Allowing for these deductions, there was still an abundant crop of divorce causes proper, and in all those causes, with very few exceptions, a decree was made for the dissolution of the marriage of the parties.

In these causes, if the sensational element be wanting in them, it is difficult to ascertain or determine the precise rank in life to which the litigants belong. The entries in the marriage certificates give little clue to it; indeed, it may be said that they are actually misleading; but, speaking roughly, the litigants in the great majority of cases belong to the lower middle class, the mechanic or artisan class, and the infinitely minute and varying shades of classes below them, extending to the humblest toiler in the land. Few men come to the court from the class known, but vaguely defined, as the "upper ten thousand," and few also of the class immediately below them. It is said that marriage settlements, now so general, if not universal, in those classes of society, prevent the disclosure of scandals in them, and save husbands and wives from coming to the court for relief, both as to the marriage bond and the apportionment of the joint property which it is empowered to grant. Whether that be the true explanation or not, the fact we have stated remains. But there could be no greater error than to suppose that, because the majority of the suitors are in their station humble, the duties and responsibilities of the judge who has to decide between them in their lamentable disputes are less arduous. A month's experience of the court would convince even those who were most opposed to its establishment that it exercises a wise and useful jurisdiction. Peace never can reign in the home of the habitual drunkard. And as in the criminal courts, so also in the Divorce Court, drunkenness is the fruitful source of the evils with which it has to deal. The records of the court teem with illustrations of this fact, and to form an idea of the depths of degradation into which women who give way to the vice fall these records should be studied. Where children are concerned the court exercises a truly beneficent jurisdiction, inasmuch as it proceeds on the principle of making their interests and welfare its first care and consideration in determining the disputes between their unhappy parents.

The most important cases which came before the court in the course of the year were those of *Harvey* (otherwise *Farnie*) v. *Farnie*, *Baker* v. *Baker*, and *Briggs* v. *Briggs*. In the first-named case, in which the judgment of the President is now under appeal, the law as to the effect of a Scotch Divorce on a marriage celebrated in England between a domiciled Scotchman and an Englishwoman, was again raised, and led to the revival of the legal lore expended on *Lolley's case*. In the second, it was held by the President, following the principle of the decision in the House of Lords in *Moncreiffe v. Mordaunt*, that the lunacy of a husband or wife is not a bar to the institution of a suit on his or her behalf for a dissolution of his or her marriage; and the judgment of the learned judge was upheld by Lord Coleridge and Sir R. J. Phillimore. *Briggs* v. *Briggs* furnished a startling example of the laxity of the procedure of the American courts in matters of divorce. In it the



husband, a domiciled Englishman, obtained from the court of Kansas a decree for divorce from his wife, an Englishwoman, then living at Manchester, on the ground of her alleged desertion for a year and upwards. She was cited by advertisement in a Kansas newspaper, publication on the door of the Kansas Court-house, and by a copy of the citation mailed by the petitioner to Liverpool. With this proof of due notice and citation the Kansas court was satisfied. The wife knew nothing of the proceedings until long after the Kansas court had determined her status as that of a divorced woman.

A change, and what many think an improvement, is about to be introduced into the practice of the court by the learned President. It is to be no longer necessary to move in open court for directions as to mode of trial, which involved the retaining of counsel and the swelling of costs, or to move, in like manner and with like cost, that the decree *nisi* be made absolute. In the one case the directions as to mode of trial may be asked for in the petition, and the decree *nisi* will become absolute by efflux of time. This will prevent the recurrence of a painful case which lately came before the court. By oversight or neglect on the part of the solicitor of the petitioner (the wife), the decree *nisi*, pronounced in 1888, was not made absolute. In the belief that it had been made absolute, the petitioner married in 1871, and had a family by her second husband. She did not discover until May last that her marriage with her first husband had never been dissolved, that her marriage with her second husband was null and void, and that her children were illegitimate. The decree was made absolute it June, but it was not in the power of the court to give it a retrospective effect.

On the Probate side of the court there was an average number of cases, but they were of a character which do not call for remark.—Times.

## Creditors' Claims.

### CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

EDWARDS, ELIZABETH, Usk, Monmouth. Oct 1. Edwards v Edwards  
V.C. Hall. Meynell and Pemberton, Whitehall pl  
FOSTER, JOHNSTON, JONAS, Ludlow, Salop, Esq. Sept 20. Foster v  
Foster, V.C. Malins. Mansford, Bradford  
CLARKE, CHARLES, Heybridge, Essex, Gent. Sept 15. Wiggins v  
Pond, M.R. Evans, Maldon  
JACQUES, CHARLES, Torrington cottage, Finchley. Oct 15. Abraham  
v Brown, V.C. Bacon  
THOMSON, WILLIAM, Landport, Hants. Sept 22. Smith v Dow,  
M.R. Houghton, Gracechurch st  
THOMSON, WILLIAM, Landport, Hants, Gent. Oct 25. Smith v Dow  
(nephews and nieces), M.R.  
REYNOLDS, JEREMIAH, Truro, Grocer. Sept 30. Young v Clyman,  
V.C. Hall

[Gazette, Aug 17.]

DYKE, JOHN, Highgrove, Reading, Silk Mercer. Oct 1. Dyke v  
Dyke, V.C. Malins. Lydall, Southampton bldgs, Chancery lane  
JONES, JOHN, Kingston, Hereford, Gent. Sept 25. Pond v Wilding,  
M.R. Tibbitts, Field st, Gray's inn  
SWEETING, FRANCIS, Membury, Devon, Farmer. Sept 20. Zeally  
v Sweeting, V.C. Malins. Jeffery, Ottery St Mary

[Gazette, Aug 20.]

LIDINGTON, STEPHEN, Syresham, Northampton, Farmer. Sept 15.  
Wingrove v Lidington, M.R. Chapman and Bendle, Gresham  
bldgs, Basinghall st  
SYMONS, AMELIA MILLET, Sennen, Cornwall. Oct 1. Luke v  
Tonkin, V.C. Malins. Cornish, Penzance

[Gazette, Aug. 24.]

### CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

BACON, GEORGE, Scarborough, York, Gent. Sept 30. Hunt and  
Williams, Nottingham  
BAGE, GEORGE, Grote Bridge, Lancaster, Gent. Aug. 31. Pearson,  
Kirkby Lonsdale  
BARTON, EDWARD, Broadstairs, Gent. Sept 14. Indermaur and Co,  
Chancery lane  
BENNETT, JOHN, Leicester, Gent. Sept 30. Haxby, Leicester  
BUDDEN, ANN ELIZABETH, Exeter. Sept 15. Saxton and Morgan,  
Somerset st, Portman sq  
CAMPELL, ROBERTA MYRA, Marseilles, France. Oct 13. Lough-  
borough and Co, Austinfrans  
CARINGTON, FREDERICK, New York City, U.S.A., Marine Chronom-  
eter Maker. Sept 15. Flux and Leabitter, Leadenhall st  
DOBSON, JOHN, otherwise DEE, Railton rd, East Brixton, Gent.  
Oct 15. Allen and Son, Carlisle st, Soho sq  
HARBROOK, JOHN, Cockspur st, Charing Cross, Hoiler. Oct 1.  
Findgate and Co, Craven st, Strand

HATWOOD ALFRED, Aston, Birmingham, Traveller. Sept 15. For-  
ter, Birmingham  
HOLLINGS, REV. RICHARD, Newport, Isle of Wight. Sept 29. Mow  
and Hooper, Newport  
IRLAND, WILLIAM, Eastnor, Hereford, Gent. Sept 1. Massfield  
and Sons, Ledbury  
JONES, MARY, Aberystwyth, Cardigan, General Merchant. Sept 1.  
Lewis and Jones, Merthyr Tydfil  
MARTIN, JOSEPH BROTHERTON, New Beckenham, Kent, Broker.  
Oct 10. Rivington and Son, Fenchurch bldgs  
RULE, ELSIE JAMESON MURRAY, Great College st. Sept 30. Shann  
and Co, Bedford row  
NORRIS, HENRY KENT, Devizes, Wilts, Gent. Dec 30. Hancock,  
Devizes  
PYRAN, JOSHUA, Dewsbury, York, Innkeeper. Sept 1. Ridgway  
and Ridgway, Dewsbury  
ROBERTS, JAMES, Birmingham, Grocer. Sept 15. Foster, Birming-  
ham  
TUTT, HERBERT, Brighton, Retired Builder. Oct 30. Stevens and  
Son, Brighton  
WESTLAKE, THOMAS, Surbiton, Surrey, Surgeon. Sept 15. Saxton  
and Morgan, Somerset st, Portman sq  
UNDERWOOD, FRANCIS, Assington, Suffolk. Oct 10. Beaumont and  
Son, Coggeshall

[Gazette, Aug. 17.]

## Legislation of the Week.

### HOUSE OF LORDS.

#### AUG. 26.—BILLS IN COMMITTEE.

Employers' Liability, Drainage and Improvement of  
Land (Ireland) Provisional Order (No. 4) (both passed  
through Committee).

#### BILLS READ A THIRD TIME.

Post Office Money Orders, Fraudulent Debtors (Scot-  
land).

PRIVATE BILLS.—Clara and Banagher Railway (title  
changed from Midland Counties and Shannon Junction  
Railway), Cathcart District Railway.

ROYAL ASSENT.—Consolidated Fund (No. 2), Elementary  
Education, Metropolitan Board of Works (Money), Courts  
of Justice Building Amendment, Census (Ireland), Married  
Women's Policies of Assurance (Scotland), Spirits, Drainage  
and Improvement of Lands (Ireland), Bastardy Orders,  
Railways Construction Amendment (Ireland), Local  
Government Board (Ireland), Provisional Orders Con-  
firmation (Artizans' and Labourers' Dwellings), Tramways  
Orders Confirmation (No. 1), Tramways Orders Confirmation  
(No. 2), Kinsale Harbour, Leith Improvement Scheme Con-  
firmation, Forfar Gas Amendment Confirmation, Drainage  
and Improvement of Lands Supplemental Act (Ireland),  
Local Government Board's Provisional Orders Confirmation  
(Bethesda, &c.), Tralee and Fenit Railway, Anstruther and  
St. Andrew's Railway, Gas Light and Coke and other Gas  
Companies' Acts Amendment, Halesowen Railway, South-  
Western Railway (Various Powers), Belfast Central Rail-  
way (New Lines, &c.), Coventry and District Tramways,  
Frothwater, Yarmouth, and Newport Railways, North  
Harbour, Caledonian Railway (Additional Powers), Fife  
Harbour, Hounslow and Metropolitan Railway, North Staf-  
fordshire Railway, Ramsgate and Margate Tramways, Muir-  
head's Patent, Edinburgh Suburban and Southside Junction  
Railway, Yarmouth Union Railway, Brentford and Isleworth  
Tramways, Giant's Causeway, Portrush and Bush Valley  
Railway and Tramways, Glenariff Railway and Pier, Hull,  
Barnsley, and West Riding Railway and Dock, Teign Valley  
Railway, Skipton and Kettlewell Railway, South-Eastern  
Railway, Southsea Railway, and Duke of Leeds' Estate.

#### AUG. 27.—BILL READ A FIRST TIME.

Ground Game.

#### AUG. 30.—BILLS READ A SECOND TIME.

Merchant Shipping (Carriage of Grain), Ground Game.

#### AUG. 31.—BILLS READ A FIRST TIME.

Registration of Voters (Ireland), Relief of Distress (Ireland)  
Loans Amendment.

#### BILL READ A SECOND TIME.

Savings' Bank (No. 1).

#### BILL IN COMMITTEE.

Merchant Shipping (Carriage of Grain), Ground Game  
(both passed through Committee).

#### BILLS READ A THIRD TIME.

Employers' Liability.

#### SEPT. 1.—BILL READ A SECOND TIME.

Assaults on Young Persons.

#### BILL IN COMMITTEE.

Savings' Bank (No. 1) (passed through Committee).

## HOUSE OF COMMONS.

AUG. 26.—BILL READ A THIRD TIME.  
Savings Bank (No. 1).AUG. 27.—BILL READ A FIRST TIME.  
Bill for the better Prevention of Floods and Conservancy of Rivers.BILL READ A THIRD TIME.  
Ground Game.AUG. 28.—BILL READ A SECOND TIME.  
Expiring Law Continuance; Lord Plunket's Indemnity.BILLS IN COMMITTEE.  
Burials, Irish (Relief of Distress) Loans Amendment (passed through Committee).AUG. 30.—BILL READ A SECOND TIME.  
Malkear Drainage.BILLS READ A THIRD TIME.  
Registration of Voters (Ireland), Irish (Relief of Distress) Loans Amendment.AUG. 31.—BILL READ A FIRST TIME.  
Appropriation.BILL READ A THIRD TIME.  
Burials.SEPT. 1.—BILL IN COMMITTEE.  
Universities and Colleges Estates (passed through Committee).

## Legal News.

The following statistics appear in the report of the Director of Criminal Investigations, Mr. C. E. Howard Vincent, for 1879:—The diminution in the net loss from property stolen amounted to £58,160. Rather more than one-fifth of the value stolen, or £22,460, was recovered by the police, independently of the seizure of forged Russian notes for 54,575 roubles, and machinery worth £300. The apprehensions for criminal offences numbered 13,128, and show an increase of 599 over those in 1878, with a rise in the percentage of arrests to cases from 53.43 to 55.66. The apprehensions in cases of burglary have risen in 1879 to 28.28 from 14.61 in 1878, in cases of housebreaking to 18.80 from 10.88, and in cases of breaking into shops to 25.82 from 12.25. The cases of larceny from the person also show an increase in the percentage of apprehensions to 59.72 from 49.83, there being 230 more arrests for this offence, with 210 fewer instances. The officers of the Criminal Investigation Department, 267 in number, arrested 4,862 persons during the year, of whom 64.70 per cent. were convicted, and were 121 times commended by judicial authorities for particular skill. They also inquired into 2,066 cases not requiring any apprehension. Twenty-seven persons have been surrendered under treaties of extradition to foreign States, and two received over. Constabulary forces arrested 78 persons for metropolitan offences, and 145 persons were arrested in London for crimes committed in the provinces. Both items show a considerable increase over former years.

Professor Holland, writing to the *Times*, explains the exact objects of the Institut de Droit International as follows:—"1. It ascertains the rules which govern the relation of State to State, discusses their reasonableness, and makes suggestions for their modification. 2. It proceeds in a similar manner with reference to the rules which should determine the choice of the 'forum' and the 'lex' proper for the decision of disputes between individuals, when a doubt arises whether the 'forum' or 'lex' should be domestic or foreign. In other words, the 'Institut' deals with (1) 'international law' proper; (2) the topic which has of late been inconveniently designated 'private international law.' That a body comprising such men as Heffter, Bluntchli, Bernard, &c., should be usefully employed in such work collectively would, I suppose, be doubted by no one who is aware how largely the rules of both of these topics have been developed by the labours of such men individually. A widely different and very interesting topic is a comparison of the municipal law of various countries, with reference, e.g., to marriage or to bills of exchange, with suggestions for their assimilation. This topic is not 'international law,' in any sense of the term, and the 'Institut' has nothing to do with it."

A county court judge in a long letter to the *Times*, upon improvements requisite in the judicial machinery of the country, says:—"In dealing with the reconstruction of the local judicature it is certain that no legislation will be satisfactory which does not take into account and make special provision for the requirements of the great commercial centres in the provinces. The enormous increase of business in the Lord Mayor's Court of London, in the Salford Court of Manchester, and the Liverpool Passage Court, seems clearly to point to what is wanted. It would be difficult to defend the constitution of these courts, and no one desires or proposes that others of the same kind should be established. But they supply an existing demand, and are fair types of a tribunal which, if constituted in the name of her Majesty, would seem to meet the requirements of the great towns—a tribunal at once decent and dignified, and competent to deal with the vast mass of intermediate business which lies between the sphere of the county court and that of the High Court of Justice. Thus, at present, we have two extremes. We have provision made for cases of the highest importance, and for cases of the simplest kind. But no provision has hitherto been made for the intermediate class of cases to which reference has been made. Yet it is in its way quite as much entitled to consideration as either of the others, and the questions involved are certainly of not less serious moment to the parties concerned. The litigant, as things now are, may either face the delays and incur the risks of costs in the high court, out of all proportion to the value of the matter at stake, or he must submit to the disadvantages of the county court as at present constituted. In saying this, nothing is further from my mind than to disparage the county courts. These courts have thoroughly established themselves in the estimation of the public, and it is thought by some who are well qualified to form an opinion that the time has arrived for extending, I will not say the county court system, but the peculiar benefits of that system, to a class of litigants which is at present deprived of them. How this should be effected, whether by enlarging the jurisdiction and remodelling the machinery of the county courts, or by constituting district courts of the High Court of Justice in connection with the district registries already established in the large towns, must be left to the authorities to determine. As to the county courts, they were created for the purpose of providing a cheap and speedy remedy for small claims in debt or damage, for which the costly procedure of the superior courts was wholly inappropriate, and they have admirably fulfilled their purpose. But if their jurisdiction is to be indefinitely enlarged, and their machinery remodelled, there appears to be danger lest they lose their original character, and become unsuited to the purpose for which they were designed."

## PUBLIC COMPANIES.

September 2, 1880.

## RAILWAY STOCK.

Railways.		Paid. Closing Price	
Stock	Caledonian .....	100	113½
Stock	Glasgow and South-Western .....	100	106
Stock	Great Eastern Ordinary Stock .....	100	64½
Stock	Great Northern .....	100	120
Stock	Do., A Stock .....	100	129½
Stock	Great Southern and Western of Ireland .....	100	—
Stock	Great Western—Original .....	100	127½
Stock	Lancashire and Yorkshire .....	100	127½
Stock	London, Brighton, and South Coast .....	100	161½
Stock	London, Chatham, and Dover .....	100	101½
Stock	London and North-Western .....	100	158½
Stock	London and South-Western .....	100	138½
Stock	Manchester, Sheffield, and Lincoln .....	100	63½
Stock	Metropolitan .....	100	121
Stock	Do., District .....	100	83
Stock	Midland .....	100	137½
Stock	North British .....	100	77½
Stock	North Eastern .....	100	167
Stock	North London .....	100	120
Stock	North Staffordshire .....	100	87
Stock	South Devon .....	100	—
Stock	South-Eastern .....	100	124

\* A receives no dividend until 6 per cent. has been paid to B.

## GOVERNMENT FUNDS.

3 per Cent. Consols, 97½ xd  
 Ditto for Account, 98½ xd  
 Do. 3 per Cent. Reduced, 96  
 New 3 per Cent., 96  
 Do. 3½ per Cent., Jan. '94  
 Do. 3 per Cent., Jan. '94  
 Annuities Jan '80

Annuitias, April, '85, 9½  
 Do. (Red Sea T.) Aug. 1908  
 Ex Billa, £1000, 2½ per Ct. 2 pm  
 Ditto, £800, Do, 2 pm  
 Ditto, £100 & £200, 2 pm  
 Bank of England Stock, 278  
 Ditto for Account.

## INDIAN GOVERNMENT SECURITIES.

Ind. 8½., 5 per C., July, '80, 104  
 Ditto for Account —  
 Ditto 4 per Cent., Oct. '88, 102½  
 Ditto, ditto, Certificates —  
 Ditto Encased Ppr., 4 per Cent.  
 2nd Ind. Pr., 5 per C., Jan. '73

Inf. Pr. 5½ per Cent., May, 81  
 Ditto Debentures, 4 per Cent  
 April, '64  
 Do. Do, 5 per Cent., Aug. '73  
 Do. Bonds, 4 per Cent. £1000  
 Ditto, ditto, under £1000

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTH.

WALKER.—Aug. 28, at 35, Redcliffe-gardens, South Kensington, the wife of Charles Walker, barrister-at-law, of a daughter.

## MARRIAGES.

CLARKE—BOURDILLON.—Aug. 28, at Ilkley, Yorkshire, Treadway Sydenham Clarke, of Lincoln's-inn, barrister-at-law, to Constance, daughter of Edmund Dewar Bourdillon, of Poundisford, Somerset.

HASLEWOOD—RODWELL.—Aug. 26, at Loddon, Norfolk, Roger Frederick Haslewood, of Bridgnorth, solicitor, to Gertrude Anne, daughter of the late George Rodwell, of Loddon.

STEWART—GARNETT.—Aug. 24, at Grassendale, William John Stewart, of the Inner Temple, barrister-at-law, to Catherine Johanna, daughter of P. F. Garnett, J.P., of South Bank, Grassendale, near Liverpool.

WADE—LEAN.—Aug. 26, at Clevedon, Somerset, Claude Fitzroy Wade, of 93, Cambridge-gardens, Notting-hill, barrister-at-law, to Lucy Mary, daughter of the late James Lean, of Lynton, North Devon.

## DEATH.

CARSLAKE.—Aug. 23, at Woodside, Leigh Woods, Clifton, John Hawkey Bingham Carslake, formerly of Sidmouth, and late of Bridgewater, aged 62.

## LONDON GAZETTES.

## Bankrupts.

FRIDAY, Aug. 27, 1880.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bliss, Fredric Henry, Hamsell st, Costume Manufacturer. Pet Aug 25. Murray. Sept 7 at 12  
 Revitt, Joseph, Flack walk, Hampstead, Butcher. Pet Aug 12. Hazlitt. Sept 9 at 11  
 Tivoli, Felix de, John st, Hampstead, Artist. Pet Aug 23. Peppys. Sept 7 at 12

To Surrender in the Country.

Hagedorn, Gustav, Foreign Cattle Market, Deptford, Cattle Salesman. Pet Aug 24. Bristow. Greenwich, Sept 8 at 1  
 Hooper, Frederick, Cheltenham, Licensed Victualler. Pet Aug 23. Gale. Cheltenham, Sept 7 at 11  
 Phillips, William, jun, Cardiff, Brewer. Pet Aug 24. Langley. Cardiff. Sept 14 at 12

TUESDAY, Aug. 31, 1880.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Grayburn, John William, Bull and Mouth st, Commission Agent. Pet Aug 27. Murray. Sept 14 at 11  
 Martin, Henry Charles, Clerkenwell green, Provision Merchant. Pet Aug 26. Peppys. Sept 15 at 11  
 Rathbone, William, Upper Thames st, Corn Merchant. Pet Aug 27. Murray. Sept 15 at 11  
 Smith, George Charles Adolphe, Fenchurch st, Colonial Merchant. Pet Aug 27. Murray. Sept 15 at 12

To Surrender in the Country.

Abbott, John, and Thomas Abbott, Leeds, Dyers. Pet Aug 25. Canterbury. Leeds, Sept 20 at 11  
 Burrows, Samuel E., Balham, Surrey, Balder. Pet Aug 24. Willoughby. Wandsworth, Sept 17 at 11  
 Chapple, William, jun, Manchester, Plane Manufacturer. App Aug 26. Lister. Manchester, Sept 30 at 12  
 Lomas, Rupert, Rotherham, York, Grocer. Pet Aug 26. Wake. Sheffield, Sept 13 at 11  
 Robinson, Thomas, Macclesfield, Silk Manufacturer. Pet Aug 26. Mair. Macclesfield, Sept 23 at 3

Wood, Charles, Nottingham, Butcher. Pet Aug 9. Patchitt. Nottingham, Oct 26 at 3  
 Zaspel, Augustus Frederick Francis Theophilus, Luton, Bedford, Straw Hat Agent. Pet Aug 25. Cooke. Luton, Sept 11 at 11

## BANKRUPTCIES ANNULLED.

FRIDAY, Aug. 27, 1880.

Beach, Edward, Arthur st, Chelsea. Aug 17  
 Crosley, Edwin Undecimus, Cornhill, Stock and Share Broker. Aug 26  
 French, Emily, Bromhead st, Commercial rd. Aug 19

TUESDAY, Aug. 31, 1880.

Beall, Richard Johnston, Newman st, Oxford st. Aug 17  
 Clark, Joseph William, High Holborn, Estate Agent. Aug 24  
 Fishpool, George Bristol, Clerk. Aug 13

## Liquidations by Arrangement.

## FIRST MEETINGS OF CREDITORS.

FRIDAY, Aug. 27, 1880.

Alden, Francis, Kingland rd, Provision Dealer. Sept 17 at 3 at offices of Holloway, Ball's pond rd. Cooper, Chancery lane  
 Anderson, James, Prescott, Lancaster, Travelling Draper. Sept 15 at 2 at offices of Banks and Kendall, North John st, Liverpool  
 Ashfield, Abraham, Bromsgrove, Worcester, Grocer. Sept 15 at 12 at offices of Corbett, Avenue house, The Cross, Worcester  
 Atkin, Richard Green, Birmingham, Saddler. Sept 10 at 11 at offices of Plant, Cannon st, Birmingham  
 Barnes, Joseph King, Bedford, Schoolmaster. Sept 10 at 11 at offices of Conquest and Clare, Duk est, Bedford  
 Beall, Edward, Queen Victoria st, Solicitor. Sept 9 at 2 at Guildhall Tavern, Gresham st. Ramskill, New Broad st  
 Billingham, Arthur, Rotherham, York, Grocer. Sept 13 at 12 at offices of Marsh and Pollard, Westgate, Rotherham  
 Bradbury, Alfred, Aston-juxta-Birmingham, Malster. Sept 8 at 3 at offices of Davies, Bennett's hill, Birmingham  
 Britton, John Edward, Easingwold, York, Ironmonger. Sept 9 at 3 at offices of Weston, Park row, Leeds  
 Brook, Ramoth, Bradford, York, Rag and Waste Dealer. Sept 7 at 3 at offices of Peel and Gaunt, Chapel lane, Bradford  
 Brown, Compton Fosbrooke, and Percy Young, Tower Royal, Wholesale Stationers. Sept 21 at 2 at offices of Nash and Field, Queen st, Cheapside  
 Cahill, Bernard, Rochdale, Lancaster, Plasterer. Sept 9 at 3 at offices of Molesworth, Central chambers, the Walk, Rochdale  
 Charge, Henry George, Aston-juxta-Birmingham, Grocer. Sept 10 at 12 at offices of Hawkes and Weekes, Temple street, Birmingham  
 Cohen, Louis, Birmingham, Painter. Sept 8 at 11 at offices of Burns and Co, Temple st, Birmingham  
 Cotterrell, Caroline, Aston-juxta-Birmingham, Licensed Victualler. Sept 10 at 11 at offices of James, Temple st, Birmingham  
 Cress, William, jun, Great Malvern, Worcester, Plumber. Sept 13 at 12 at offices of Coventry, Court house, Court st, Upton-upon-Severn  
 Cross, Walter Henry, Church End, Willesden, Clothier. Sept 6 at 3 at offices of Philp, Walbrook  
 Dalby, Richard, Scarborough, York, Butcher. Sept 9 at 12 at offices of Culvert and Fowler, Westborough, Scarborough  
 Dance, Alfred James, Gateshead, Durham, out of business. Sept 1 at 11 at offices of Bush and Wilson, St Nicholas bldgs, Newcastle-upon-Tyne  
 Davies, Thomas, Bedding, Glamorgan, Grocer. Sept 8 at 1 at offices of Simons and Plews, Church st, Merthyr Tydvil  
 Day, George, Worcester, Milkman. Sept 9 at 11 at offices of Allen and Beauchamp, Sansome pl, Worcester  
 Dobinson, Robert, Newcastle-upon-Tyne, Grocer. Sept 9 at 3 at offices of Aydon, St John's chambers, Grainger st West, Newcastle-upon-Tyne  
 Emery, Edward Thomas, Egham, Surrey, Fancy Dealer. Sept 4 at 11 at offices of Hope, Bell yard, Royal Courts  
 Evans, John, Broseley, Manager of a Coal Mine. Sept 7 at 3 at the Crown Inn, Broseley. Phillips and Co, Shifnal  
 Ferguson, John, Birmingham, Fender Manufacturer. Sept 9 at 3 at offices of Jaques, Temple row, Birmingham  
 Fisk, Robert, Suffolk, Licensed Victualler. Sept 16 at 11 at offices of Archer, London rd, Lowestoft  
 Fletcher, Robert, Rowley Regis, Stafford, Druggist. Sept 8 at 11 at offices of Shakespeare, Church st, Oldbury  
 Fugler, Mary Ann, Truro, Grocer. Sept 7 at 11 at offices of Pail. Quay st, Truro  
 Gray, John, Manchester, Butcher. Sept 21 at 3 at offices of Oran and Co., Peter st, Manchester  
 Gray, John, Market Lavington, Wilts, Malster. Sept 10 at 12 at offices of Hulbert and Radcliffe, High st, Devizes. Hancock, Devizes  
 Green, William, Chester-le-street, Durham, Provision Dealer. Sept 6 at 3 at 33, Grainger st West, Newcastle-upon-Tyne. Legge and Denison  
 Guest, Thomas, Kidderminster, Fruit and Potato Merchant. Sept 6 at 3 at offices of Hoden and Dawes, Bank bldgs, Kidderminster  
 Hackett, George, Halesowen, Worcester, Licensed Victualler. Sept 1 at 3 at offices of Shakespeare, Church st, Oldbury  
 Hargreaves, Walter (and not Margreaves, as erroneously printed in last Gazette), Dewsbury, Provision Merchant. Sept 7 at 10.30 at offices of Ridgway and Ridgway, Union st, Dewsbury  
 Henderson, Adam, Barrow-in-Furness, Manufacturer of Wood Goods. Sept 9 at 11 at 17, Strand, Barrow-in-Furness. Taylor, Barrow-in-Furness  
 Hunt, Allen Edward, Sloughden, Suffolk, Ship Builder. Sept 20 at 1 at offices of Morley and Shirreff, Palmerstone buildings, Old Broad st. Palmer, Ipswich  
 Hutchings, James Duncan, and Christopher Wilson, Houndditch, Cutlers. Sept 3 at 2 at the Guildhall Coffee House, Gresham st. Gush and Phillips, Finsbury circus



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r. Sept 1

Dobson, Edmund, Bromley-by-Bow, Grocer. Sept 7 at 3 at offices of Jackson, Clement's inn, Strand

Kennedy, John, Bristol, Tailor. Sept 8 at 11 at offices of Cozens and Co, Clare st, Bristol. Waterhouse

Latham, James Stewart, Salford, Lancaster, Lithographer. Sept 16 at 12 at the Mitre Hotel, Church gates, Manchester. Wigglesworth and Rogerson, Manchester

Lewis, Thomas, and Arthur Carter, Nottingham, Joiners. Sept 9 at 12 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham

Llewellyn, Walter William, Holborn, Licensed Victualler. Sept 8 at 12 at the Law Institution, Chancery lane. Carter, Budge row, Cannon st

Lloyd, Frederick John, and Samuel Leek, Wolverhampton, Bicycle Manufacturers. Sept 13 at 12 at 40, Queen st, Wolverhampton

Long, Frederick Willis, Horsham, Sussex, Builder. Sept 9 at 12 at offices of Medwin and Co, London rd, Horsham

Manning, John Summers, Bury St Edmunds, Ironmonger. Sept 7 at 2 at 33, Meat Market, Bury St Edmunds. Kent, Norwich

Morris, Horatio, Doncaster, York, Boot Maker. Sept 10 at 3 at offices of Fisher, High st buildings, Doncaster

Newman, William, Southampton, Grocer. Sept 7 at 3 at offices of Bell, Portland st, Southampton

Nichol, Clement, Coventry, Provision Merchant. Sept 7 at 2 at Great Northern Railway Hotel, Peterborough. Clitherow and Elsey, Barmcastle

Nowell, Stephen, Newington, York, Fish Dealer. Sept 6 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull

Palmer, Sarah Ellen, Portishead, Somerset, Teacher of Music. Sept 6 at 2.30 at offices of Salmon, Broad st, Bristol

Parkin, John, Birmingham, Machinist. Sept 8 at 12 at offices of Hodgson and Haigh, Waterloo st, Birmingham

Ransom, Alfred, Rochester, Kent, Coal Merchant. Sept 8 at 2 at offices of Bassett, Eastgate, Rochester

Reel, Charles, Pontardulais, Glamorgan, Haulier. Aug 31 at 11 at offices of Thomas, Fisher st, Swansea

Roberts, Richard, Swansea, Grocer. Sept 8 at 11 at offices of Thomas, South st, Swansea

Scott, John Charles, Brighton, Tailor. Sept 11 at 12 at 145, Cheap-side, Maynard, Brighton

Saw, Gerald William, Compton, Derby, Beerhouse Keeper. Sept 5 at 1 at offices of Hextall, Pull st, Derby

Saw, Sampson James, Wolverhampton, Grocer. Sept 10 at 3 at offices of Jaques, Temple row, Birmingham

Smith, Thomas, Walton-on-the-Hill, Liverpool, out of business. Sept 9 at 3 at offices of Quelch, Hutton garden, Liverpool

Stanfield, Thomas, and Charles Stanfield, Reddish, nr Stockport, Manchester. Sept 13 at 3 at offices of Cobbett and Co, Brown st, Manchester

Stracey, James, West Derby, Lancaster, Builder. Sept 10 at 2 at offices of Jones and Kitchingman, Harrington st, Liverpool

Temple, Richard Pearson, Newcastle-upon-Tyne, Tea Dealer. Sept 9 at 2.30 at the Traders' Association, Grainger st West, Newcastle-upon-Tyne. Brown, jun, Newcastle-upon-Tyne

Thomas, Hugh William, and John Banfield, Pontypridd, Glamorgan, Ale Brewers. Sept 8 at 11 at offices of Jones, Philharmonic chhrs, Cardiff

Thorn, Stephen, Cleckheaton, York, Stonemason. Sept 8 at 11 at offices of Clough, Railway st, Cleckheaton

Tyner, Henry, Blackheath, Kent, Surgeon. Sept 4 at 12 at offices of Belmore, Bishopgate st Within

Walshaw, Charles, Barnsley, York, Grocer. Sept 11 at 12 at offices of Gray, Eastgate, Barnsley

Wetherell, William Robert, Kirkgate, Bradford, Bookseller. Sept 7 at 11 at offices of Layton and Jaques, Ely pl, Holborn. Neill, Bradford

White, Isambard, Cucklington, Somerset, Farmer. Sept 6 at 2 at the Dolphin Inn, Wincanton. Watts, Yeovil

White, Mark, Portsmouth, Licensed Victualler. Sept 10 at 2 at 145, Chapside. Ford and Son, Portsmouth

Whitefield, John, Strood, Kent, Jeweller. Sept 8 at 11 at offices of Harrison and Co, Old Jewry chhrs

Whitehead, John, Oldham, Lancaster, Licensed Victualler. Sept 9 at 3 at offices of Clark, Church lane, Oldham

Wiskley, Benjamin, Walsall, Stafford, Innkeeper. Sept 14 at 12 at offices of Smith, Lich gates, Wolverhampton

Wilkinson, George, Regent st, Court Milliner. Sept 4 at 12 at the Cuddihall Tavern, Gresham st. Hicks, Grove rd, Victoria pk

Williams, John Worthy, Marlborough rd, Upper Holloway, Public Accountant. Sept 17 at 2 at the Law Institution, Chancery lane. Thomson and Ward

Wilson, Henry, Streethouse, near Wakefield, Builder. Sept 9 at 11 at offices of Lake and Lake, Southgate, Wakefield

Winstone, William Henry, Cardiff, Publican. Sept 14 at 12 at office of Morgan and Scott, High st, Cardiff

Winterbottom, Giles, Oldham, Lancaster, Beerhouse Keeper. Sept 10 at 3 at offices of Jackson, Church st, Ashton-under-Lyne

Worfold, Frank, Cleckheaton, York, Artist. Sept 6 at 4 at offices of Wright, Darley st, Bradford

Woulthave, Richard, and Matthew Johnston, North Shields, Boat Builders. Sept 3 at 3 at offices of Jolliffe, Howard st, North Shields

**TUESDAY, AUG. 31, 1880.**

Alexander, William, jun, Bath, Outfitter. Sept 14 at 2 at offices of Colling and Son, Abbey churchyard, Bath

Aikin, George, West Bromwich, Stafford, Carver. Sept 13 at 11 at offices of Topham, High st, West Bromwich

Ainslie, Thomas, Blackfordby, Leicester, Grocer. Sept 17 at 12 at the Shoulder of Mutton Inn, Ashby-de-la-Zouch. Wilson, Burton-on-Trent

Atwood, Nathaniel, East st, Wallbrook, Grocer. Sept 11 at 14 at offices of Stokes and Harper, Priory st, Dudley

Bailey, Joseph, Weston-super-Mare, Auctioneer. Sept 10 at 11.30 at offices of Bakers and Co, Weston-super-Mare

Baker, Robert, High st, Shoreditch. Sept 24 at 2 at offices of Drake and Co, Hood lane, Fenchurch st

Baxter, Edward, Birmingham, Woollen Merchant. Sept 13 at 3 at offices of Rowlands, Corporation chambers, Ann st, Birmingham

Baxter, George Thomas, Caledonian rd, Islington, Pawnbroker. Sept 9 at 4 at 62, Chancery lane, Marshall

Beaumont, Arthur, Bellenden rd, Peckham, Grocer. Sept 23 at 3 at offices of Lovett and Co, King William st

Bell, Joseph, St Albans, Hertford, Boot Dealer. Sept 9 at 1 at the Baths, St Albans. Wells, St Albans

Berkeley, Herbert Comyns, Brighton, Wine Merchant. Sept 15 at 3 at offices of Chinery and Co, Fenchurch st

Betser, Charles, Washington Sussex, Farmer. Sept 9 at 3 at offices of Flowers, Steyning

Betts, George, Melton Mowbray, Leicester, Rope Maker. Sept 15 at 2 at offices of Barker, jun, Melton Mowbray

Biabop, George Walter, and Henry William Bishop, Somerset, Builders. Sept 13 at 11 at Christopher Hotel, Bath. Bartrum and Bartlett, Bath

Blandford, Walter, North Nibley, Gloucester, Builder. Sept 16 at 3 at offices of Francillon, Long st, Dursley

Bowlkey, Jane, Kingswindsor, Stafford, Grocer. Sept 23 at 11 at offices of Cnlow, High st, Brerly Hill

Bradbury, William Curzon, Salford, Lancaster, Grocer. Sept 14 at 4 at offices of Addleshaw and Warburton, Norfolk st, Manchester

Brailford, James, and William Brown, Clay Cross, Derby. Sept 14 at 2 at Star Hotel, Chesterfield. Swaffield, Chesterfield

Brown, John, York, out of business. Sept 11 at 10 at offices of Gray, Eastgate, Barnsley

Brown, Richard, Barrow-in-Furness, Grocer. Sept 10 at 11 at 17, Strand, Barrow-in-Furness. Taylor, Barrow-in-Furness

Carruthers, William, St Helen's, Lancaster, Grocer. Sept 23 at 3 at offices of Riley and Cook, Hardshaw st, St Helen

Castledine, Edward Gilled, and Percival Charles Nutt, Bury St Edmunds, Ironmonger. Sept 20 at 1 at Inns of Court Hotel, Holborn, Gross

Clarkson, Robert, Carnforth, Lancaster, Stone Mason. Sept 15 at 2 at offices of Johnson and Tilly, Sun st, Lancaster

Cole, George, Rotherhithe st, Packing Case Maker. Sept 13 at 12 at offices of Jackson and Prince, Cannon st

Coldwell, John, Salford, Lancaster, Oil, Glass, and China Dealer. Sept 16 at 2 at the Cathedral Hotel, Fennell st, Manchester. Law, Manchester

Cowbourne, Joshua Foulds, Bradford, Musical Instrument Maker. Sept 9 at 11 at offices of Wright, Dursley st, Bradford

Cragg, George, St Alban's, Hertford, House Decorator. Sept 9 at 2 at the Guildhall Tavern, Gresham st. Furze Neave, Cheap-side

Crawshaw, Holden, Todmorden, Lancaster, Baker. Sept 15 at 11 at offices of Craven, Strand, Todmorden

Crook, Benjamin, Hobdon bridge, York, Cotton Spinner. Sept 21 at 2 at offices of Addleshaw and Warburton, Norfolk st, Manchester

Malachi, William Davey, Hayton, Cumberland, Commercial Traveller. Sept 13 at 3 at offices of Johnson, Bank street, Carlisle

Dickenson, William, North Shields. Sept 11 at 11 at offices of Newlands, King st, South Shields

Dougray, Henry, and Benjamin Lazarus, Huggin lane, Queen Victoria st, Account Book Manufacturers. Sept 8 at 2 at offices of Parke, Colebrook row, Islington

Duke, Thomas, Nottingham, Joiner. Sept 17 at 3 at offices of Lees, Severn chhrs, Middle pavement, Nottingham

Enock, John Henry, Priors Marston, Warwick, Plumber. Sept 10 at 11 at offices of Wood, Southam

Esson, Thomas, Colne, Huntingdon, Farmer. Sept 11 at 2 at the Fountain Hotel, St Ives. Cranfield

Fenard, Thomas, Llanelli, Carmarthen, Ship Broker. Sept 13 at 11 at offices of Howell, Steyne st, Llanelli

Freemantle, Charles, Portsea, Hants, Baker. Sept 16 at 3 at offices of Peterson, Ordnance row, Portsea

Frever, Godfrey, Wyverstone, Suffolk, Farmer. Sept 20 at 11 at the Fox Hotel, Stowmarket, Suffolk. Gudgeon

Fields, Elizabeth, Long Sutton, Lincoln, Tailor. Sept 15 at 12 at offices of Mossop and Mossop, Long Sutton

Finbow, Arthur John, Elmswell, Suffolk, Miller. Sept 15 at 11 at the Fox Hotel, Stowmarket. Gudgeon

Foster, Thomas John, Homington, Wilts, Baker. Sept 13 at 4 at offices of Hodding, Market House chhrs, Salisbury

Gale, Robert, Blackpool, Lancaster, Boot Maker. Sept 13 at 3 at offices of Blackhurst, Lytham st, Blackpool

Herbert, John, Gelligaer, Glamorgan, Grocer. Sept 9 at 1 at offices of James and Co, High st, Merthyr Tydfil

Hickery, Jonathan, Upper Easton, Gloucester, Brickyard Labourer. Sept 13 at 11 at offices of Gridley, Armoury sq, Stapleton road, Bristol

Hill, John, Birmingham, out of business. Sept 10 at 3 at offices of Parry, Colmore row, Birmingham

Hodges, Robert, Merryvale, Worcester, Baker. Sept 10 at 3 at offices of Stallard and Son, Pierpoint st, Worcester

Hooper, Thomas, Gloucester, Corn Dealer. Sept 14 at 2.30 at the Bell Hotel, Gloucester. Taynton and Sons, Gloucester

Horsfall, Richard Varley, Slithwaite, near Huddersfield, Woollen Cloth Manufacturer. Sept 13 at 3 at offices of Ramsdon and Co, John William st, Huddersfield

Ibberson, John Kilburn, Marsh, Huddersfield, Horse Dealer. Sept 13 at 11 at offices of Milnes and Swift, New st, Huddersfield

James, Charles, Tunstall, Stafford, Farmer. Sept 11 at 11 at offices of Hollingshead, Piccadilly st, Tunstall

Kemp, Henry, Boulton, Great Grimsby, Steam Biscuit Maker. Sept 10 at 11 at offices of Grange and Wintington, St Mary's chambers, St Mary's gate, Great Grimsby

King, Edward, St George, Gloucester, Carpenter. Sept 8 at 12 at offices of Essey, Guildhall, Broad st, Bristol

Lepper, John, Whetstone, Grocer. Sept 8 at 3 at offices of Boxall and Saxall, Chancery lane, Griville, Worcester

Levy, Mark, Flaxman rd, Brixton, Boot Maker. Sept 11 at 10 at offices of Cosgrove, Camberwell New rd

Loaring, Thomas, Turner sq, Hoxton, Licensed Victualler's Bar-Fitter. Sept 14 at 3 at offices of Bettley and Co, Finsbury pavement, Finsbury

Loeb, Leon Napoleon, Augustus Loeb, Charles Loeb, and Simon Humberger, Aldermanbury, American Merchants. Sept 25 at 2 at the Cannon at Hotel, Cannon st. Abrahams and Co, Old Jewry  
Lund, George Taylor, Manchester, Yarn Agent. Sept 17 at 3 at offices of Sale and Co, Booth st, Manchester  
Marlow, John, Aston-juxta-Birmingham, Plumber. Sept 10 at 11 at offices of Bradley, Ann st, Birmingham  
McLean, Adam Clarke, Weston-Super-Mare, Schoolmaster. Sept 13 at 12 at Railway Hotel, Weston-Super-Mare. Roseier, jun  
Mottram, William, Baddiley, Cheshire, Farmer. Sept 10 at 2 at offices of Warburton, Nantwich rd, Crewe  
Murrayroyd, Charles, Manchester, Hat Manufacturer. Sept 10 at 3 at offices of Rawes, Bexley sq, Salford  
Newbert, William, Mexbrough, York, Grocer. Sept 14 at 3.30 at offices of Burdekin and Co, Norfolk st, Sheffield  
Nichol, Benjamin, Maryport, Cumberland, Grocer. Sept 10 at 11 at offices of Mason, Duke st Whitehaven  
Osborn, Henry, Great Grimsby, Coal Merchant. Sept 15 at 11 at offices of Grange and Winstingham, St Mary's chambers, West St Mary's gate, Great Grimsby  
Nuttall, Robert Holt, Bolton, Beerseller. Sept 10 at 3 at offices of Dutton, Acresfield Bolton  
Partington, Joseph, and William Partington, Manchester, Boiler Makers. Sept 13 at 3 at offices of Eltoft, King st, Manchester  
Porritt, George Richard, Thomas Porritt, and Joseph Percy North, Farnley, Leeds, Woollen Manufacturers. Sept 13 at 3 at offices of Brooke, East parade, Leeds  
Power, Henry, and Bernard Lampert, Birmingham, Hardware Factors. Sept 10 at 2 at Grand Hotel, Birmingham. Hodgson and Haigh, Birmingham  
Proud, Jonathan, Walton-on-Thames, Farmer. Sept 14 at 3 at Guildhall Tavern, Gresham st. Brook and Chapman, Wool Exchange, Coleman st  
Ramsden, James, Keighley, York, Draper. Sept 13 at 3 at offices of Weston, Park row, Leeds  
Rawles, Clara, Coloharbour lane, Brixton, Boot Manufacturer. Sept 13 at 3 at offices of Fitch, Bedford row  
Roberts, Henry, Penn st, Hoxton, Cabinet Maker. Sept 14 at 2 at 9, Old Jewry chambers. Curtis  
Savage, Charles, William Tellow, John Ward, William Oldham, Peter Gee, and Edward Alcock, Hyde, Chester, Hat Manufacturers. Sept 10 at 2.30 at offices of Sedg, Essex st, Manchester  
Savage, John, Worcester, Fruiterer. Sept 15 at 12 at offices of Hughes, Pierpont st, Worcester  
Scaife, Thomas, Maryport, Cumberland, Grocer. Sept 23 at 3 at offices of Hewetson, Senhouse st, Maryport  
Schwerdt, Conrad, Drury lane, Baker. Sept 14 at 3 at 105, Wool Exchange, Coleman st. Harman, Wool Exchange, Coleman st  
Simmons, Charles, Bath, Grocer. Sept 13 at 3 at offices of Clifton and Carter, Broad st, Bristol. Clark, Bath  
Simpson, John, Newington, York, Joiner. Sept 18 at 12 at offices of Pickering, Parliament st. Walker and Spink, Hull  
Smith, John Titus, Portsea, Hants, Tailor. Sept 13 at 12 at offices of Mills, South sq, Gray's inn  
Stevens, William, Chippenham, Wilts, Fishmonger. Sept 13 at 11 at offices of Pinniger and Co, Chippenham  
Stones, Edwin, Cheadle, Stafford, Boot Dealer. Sept 13 at 10 at office of Ashmall, Albion st, Hanley  
Street, John, Glodwick, Lancaster, Farmer. Sept 15 at 3 at offices of Watson, Church lane, Oldham  
Taylor, Daniel, and Edward Daniel Taylor, Bristol, Ironmongers. Sept 10 at 1 at offices of Tricks and Co, Bristol chambers, Nicholas st, Bristol  
Thorogood, Sarah, Dagenham, Essex, Farmer. Sept 18 at 12 at 7 Mark lane. Preston, Barking  
Threlfall, Richard, Blackpool, Lancaster, Lodging-house Keeper. Sept 17 at 3 at offices of May and Parry, Clifton Chambers, Town-hall st, Blackpool  
Tompkins, Walter Francis, Charles st, Hatton garden, Greengrocer. Sept 13 at 1 at offices of Pearce and Sons, Giltspur st  
Turner, Samuel, Wolverhampton, Tobacconist. Sept 14 at 3 at offices of Rhodes, Wolverhampton  
Turner, William, Wolverhampton, Grinder. Sept 10 at 3 at offices of Rhodes, Wolverhampton  
Twigg, Coventry Charles, Dewsbury, Whitesmith. Sept 20 at 3 at offices of Chadwick and Sons, Church st, Dewsbury  
Tynes, Thomas, Manchester, Wholesale Fruiterer. Sept 10 at 11 at the Falstaff Hotel, Market pl, Manchester. Tremewen, Manchester  
Walker, Benjamin, Barnsley, York, Theatrical Manager. Sept 10 at 3 at offices of Gray, Eastgate, Barnsley  
Warden, George, Birmingham, Retail Brewer. Sept 11 at 11 at offices of Parr, Colmore row, Birmingham  
Weighell, John Thomas, South Stockton, York, Cab Proprietor. Sept 9 at 10.30 at offices of Draper, Finkle st, Stockton-on-Tees  
White, James, Chorlton-upon-Medlock, Manchester, Dairyman. Sept 10 at 3 at offices of Eltoft, King st, Manchester  
White, Stephen Eva, Pensance, Cornwall, Butlder. Sept 11 at 11 at offices of Trythall and Bodilly, Clarence st, Pensance  
White, Thomas, Thorp Hesley, York, Nut Manufacturer. Sept 13 at 3 at offices of Senior, Regent st, Barnsley  
Whitcar, William Wickham, Swanwick, Hants, Farmer. Sept 13 at 11.30 at offices of Goble, Fareham  
Whitley, Job Pickles, Fenge, Surrey, Boot and Shoe Maker. Sept 10 at 11 at the Green Dragon Hotel, High st, Croydon. Dennis, Croydon  
Wilcox, John, Rotherham, York, Plumber. Sept 14 at 11 at offices of Badgers and Co, Moorgate st, Rotherham. Hickmott  
Wilde, William Joseph, Bolton, Lancaster, Provision Dealer. Sept 13 at 3 at offices of Dawson and Pennington, Wood st, Bolton  
Williams, Charles, Clarence pl, Kilburn, Ham Dealer. Sept 20 at 2 at offices of Fulton, Long Acre  
Williams, Elizabeth Jane, Ramsgate, Lodging-house Keeper. Sept 15 at 3 at Bull and George Hotel, Ramsgate. Edwards, Ramsgate  
Williams, William Wyndham Thornhill, Landport, Hants, Die Stampers. Sept 13 at 2 at offices of Mills, South sq, Gray's inn  
Woodhead, Edwin, Oldham, Lancaster, Fork Butcher. Sept 15 at 3 at offices of Ascroft and Sons, Clegg st, Oldham

Woolliscroft, George Frederick, Fairfield, Lancaster, Valuer. Sept 16 at 2 at offices of Jones and Kitchingman, Harrington st, Liver-pool  
Yare, James, and George Yare, Kirkby Stephen, Westmorland, Blacksmith. Sept 17 at 1 at the King's Arms Inn, Kirkby Stephen  
Yates, Robert, Heywood, Lancaster, Beerseller. Sept 20 at 10 at offices of Banks, Market pl, Heywood  
Young, Richard Wake, and Robert James Corbett, Tyne Dock, Durham, Engineers. Sept 13 at 11 at offices of Alcock and Roulledge, Friderick Lodge, St Thomas st, Sunderland

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